

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

AMADA AMERICA, INC., a California)	
corporation,)	
)	
Plaintiff,)	
)	
v.)	
)	
PRECISION AMERICAN METALS, LLC.,)	
An Illinois Limited Liability Corporation, and)	
JOHN M. MAZUREK and PAMELA F.)	
MAZUREK, individually,)	
)	
Defendants.)	

MOTION TO ENTER CONFESSION OF JUDGMENT ORDER

Plaintiff, Amada America, Inc. (“Amada”), by its attorneys, Connelly Roberts & McGivney LLC, for its Motion to Enter Confession of Judgment Order, states as follows:

1. In July of 2006, John M. Mazurek, as President of Precision American Metals, LLC (“Precision”), executed seven separate Equipment Purchase and Security Agreements on behalf of Precision (“the Agreements”), for the purpose of procuring a number of specialized machines from Amada.

2. The Agreements were individually and personally guaranteed by John M. Mazurek and Pamela F. Mazurek.

3. Defendants subsequently breached the terms of the Agreements by failing to tender payment for the purchased items.

4. On July 24, 2007, Amada filed a Complaint alleging breach of contract against Precision and the Mazureks, individually, for their failure to tender payment

under the terms of the Agreements. (A copy of Amada's Complaint is attached as Exhibit "A").

5. On December 5, 2007, Defendants and Amada entered into a Settlement and Release Agreement. (A copy of the Settlement and Release Agreement is attached hereto as Exhibit "B"). This Settlement and Release Agreement was signed by Precision and the Mazureks individually.

6. In the Settlement and Release Agreement, Amada agreed to accept the payment of \$1,469,952.96 to satisfy the debt owed by Precision and the Mazureks. Precision and the Mazureks agreed that they were jointly and severally liable for the full satisfaction of the Settlement and Release Agreement. (see ¶ 9, Ex. B).

7. Precision and the Mazureks issued a check for the January 2008 installment payment which was returned for insufficient funds, and Precision and the Mazureks failed to tender payment for the February 2008 installment. (A copy of the insufficient check is attached hereto as Exhibit "C").

8. Precision and the Mazureks breached their obligations under the Settlement and Release Agreement, and are in default of the same, by:

- a) Issuing an insufficient check for the January 2008 installment payment, and;
- b) Failing to tender payment for the February 2008 installment.

9. In paragraph 12 of the Settlement and Release Agreement, Defendants consented to the entry of a Confession of Judgment Order similar to the Order attached to the Settlement and Release Agreement as Exhibit B. (see ¶ 12, Ex. B).

10. Precision and the Mazureks are liable to Amada for the full Settlement Payment as well as attorney's fees and costs pursuant to paragraph 14 of the Settlement Agreement, which states:

"Upon an Event of Default, Defendants shall be liable to Amada for the Settlement Payment, in full, plus attorneys' fees and costs, less any amounts paid by Defendants pursuant to this Settlement Agreement. At the time of the entry of the Confession of Judgment Order, Connelly Roberts & McGivney LLC shall provide the Court with an affidavit stating the amounts previously paid by Defendants pursuant to this Agreement and the attorneys' fees incurred by Amada."

(¶ 14, Ex. B).

11. Simultaneously with this Motion, Amada filed a Complaint alleging breach of contract based on Precision and the Mazurek's failure to tender payment as required by the terms of the Settlement Agreement. (A copy of the Complaint is attached hereto as Exhibit "D").

12. Attached is the Affidavit of Cory D. Anderson (the "Affidavit"), an attorney with Connelly Roberts & McGivney LLC, which states the amounts paid to Amada by Defendants, Defendants' outstanding Settlement balance and the attorney's fees and costs incurred by Amada to enforce the Settlement Agreement. (Exhibit "E").

13. Defendants owe Amada \$1,406,296.08 under the terms of the Settlement and Release Agreement. (see Ex. E). Moreover, Amada, per the terms of the Settlement and Release Agreement, is entitled to be reimbursed by Defendants for their fees and costs associated with the enforcement of the Settlement and Release Agreement, totaling \$7,150.00. (see Ex. E).

14. Amada hereby requests this Court enforce the Settlement and Release Agreement by entering the Confession of Judgment Order against Precision American Metals, LLC, John M. Mazurek and Pamela F. Mazurek, jointly and severally.

WHEREFORE, Plaintiff, Amada America, Inc., respectfully requests that this Court:

- 1) Enter the Confession of Judgment Order against Precision American Metals, LLC, John M. Mazurek and Pamela F. Mazurek, jointly and severally;
- 2) Enter judgment for Amada America, Inc. and against Precision American Metals, LLC, John M. Mazurek and Pamela F. Mazurek, jointly and severally, in the amount of \$1,413,446.08;
- 3) Or, in the alternative, for any other relief that this Court deems just.

Respectfully Submitted,

Amada America, Inc.,

By: /s/Cory D. Anderson
One of its Attorneys

Matthew P. Connelly
Cory D. Anderson
Connelly Roberts & McGivney LLC
55 W. Monroe St., Suite 1700
Chicago, Illinois 60603
(312)251-9600

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JUL 24 2007

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

AMADA AMERICA, INC., a California
corporation,

Plaintiff,

v.

PRECISION AMERICAN METALS, LLC.,
An Illinois Limited Liability Corporation, and
JOHN M. MAZUREK and PAMELA F.
MAZUREK, individually,
Defendants.

No. 07 C 4177

JUDGE MORAN

MAGISTRATE JUDGE KEYS

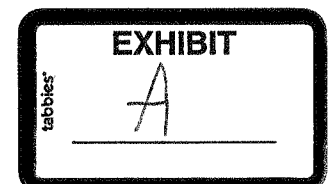
COMPLAINT

Plaintiff, Amada America, Inc. ("Amada"), by its Attorneys, Connelly Roberts & McGivney, for its Complaint against Defendants, Precision American Metals, LLC., an Illinois Corporation ("Precision"), John M. Mazurek, an individual, and Pamela F. Mazurek, an individual, states as follows:

Jurisdiction

1. Plaintiff is a corporation with its headquarters and principle place of business in the State of California. Defendant Precision is a limited liability corporation with its headquarters and principle place of business in the State of Illinois. Upon information and belief, the Defendants John and Pamela Mazurek are residents of the State of Illinois.

2. Upon information and belief, the amount in controversy, exclusive of interest and costs, is in excess of the sum specified by 28 U.S.C. §1332.



Facts

3. Plaintiff Amada is a corporation specializing in the manufacture and sale of machine tools to the fabrication industry, with its headquarters and principle place of business at 7025 Firestone Blvd. in the city of Buena Park, California.

4. Defendant Precision is an Illinois limited liability corporation, with its headquarters and principle place of business at 1050 Kingsland Dr., in the village of Batavia, Kane County, Illinois.

5. Upon information and belief, Defendants John M. Mazurek and Pamela F. Mazurek are residents of the village of St. Charles, Kane County, Illinois.

6. Sometime on or about July 20-27, 2006, Precision executed seven separate Equipment Purchase and Security Agreements ("the Agreements"), for the purpose of procuring a number of specialized machines from Amada. The Agreements were numbered and executed as follows:

- a. Agreement Number 14744, to purchase a Togu III Tool Grinder from Amada for the purchase price of \$21,600.00. (A copy of the Agreement is attached hereto as Exhibit A).
- b. Agreement Number 14546, dated July 20, 2006, to purchase a Spot Welder from Amada for the purchase price of \$32,000.00. (A copy of the Agreement is attached hereto as Exhibit B).
- c. Agreement Number 14738, to purchase an APS Software Package from Amada for the purchase price of \$89,880.00. (A copy of the Agreement is attached hereto as Exhibit C).
- d. Agreement Number 14550, to purchase a Fabrivation Inspection Machine from Amada for the purchase price of \$64,700.00. (A copy of the Agreement is attached hereto as Exhibit D).
- e. Agreement Number 14742, to purchase a Manipulator System from Amada for the purchase price of \$122,000.00. (A copy of the Agreement is attached hereto as Exhibit E).

- f. Agreement Number 14738, to purchase a Turret Punch Press, with Tooling Package and Scrap Conveyor, from Amada for the purchase price of \$307,235.00. (A copy of the Agreement is attached hereto as Exhibit F).
- g. Agreement Number 14741, to purchase a Robotic Press Brake with Tooling Package from Amada for the total purchase price of \$605,000.00. (A copy of the Agreement is attached hereto as Exhibit G).

7. Upon information and belief, these documents were executed by Precision in the village of Batavia, Illinois.

8. Precision paid down payments of twenty per cent of the purchase price under each Agreement, and agreed to pay the remaining amount of each Agreement in 60 equal monthly installments. (See Exhibits A-G).

9. The Agreements each provide that "any payment...not received by the ninth (9th) day following the date due will be subject to a late charge of five percent (5%) of the amount due as liquidated damages." (See Exhibits A-G, Section A, ¶4).

10. As a condition of the Agreements, Precision granted Amada security interest in the property purchased under each agreement, and executed UCC Financing Statements with the California Secretary of State, Uniform Commercial Code Division, certifying such. (See Exhibits A-G, Section B, ¶1; UCC Financing Statements, 11190731, 11190774, 11190790, 11190766, 11190758, 11190723, and 11190782, attached hereto as Group Exhibit H).

Count I
Breach of Contract Against Precision

1-10 Plaintiff repeats and realleges paragraphs 1-8 of this Complaint as paragraphs 1-10 of this Count I, as if fully set forth herein.

11. Amada has performed all of its obligations under each and every one of the Agreements by delivering the purchased machines and other equipment to Precision.

12. Precision has legally accepted all goods delivered by Amada, as defined by §2606 of the California Commercial Code, by failing to make an effective rejection after having had a reasonable opportunity to inspect them.

13. The first installment payment for Agreement number 14744, in the amount of \$365.13, was due to Amada on October 1, 2006. (*See* Exhibit "A")

14. Precision failed to remit this payment, or any other required payment on Agreement number 14744, and consequently late charges were assessed in the amount of \$18.26 per month, and interest compounded at a rate of 9.75% per month. (*See* "Payment History", attached hereto as Exhibit I).

15. To date, because of its failure to remit any payment whatsoever as required by Agreement number 14744, Precision owes Amada approximately \$18,919.06. (*See* Exhibit I).

16. The first installment payment for Agreement number 14546, in the amount of \$540.93, was due to Amada on October 1, 2006. (*See* Exhibit "B").

17. Precision failed to remit this payment, or any other required payment on Agreement number 14546, and consequently late charges were assessed in the amount of \$27.05 per month, and interest compounded at a rate of 9.75% per month. (*See* Exhibit I).

18. To date, because of its failure to remit any payment whatsoever as required by Agreement number 14546, Precision owes Amada approximately \$28,028.22. (*See* Exhibit I).

19. The first installment payment for Agreement number 14738, in the amount of \$1,519.33, was due to Amada on May 15, 2007. (*See* Exhibit "C").

20. Precision failed to remit this payment, or any other required payment on Agreement number 14738, and consequently late charges were assessed in the amount of \$75.97 per month, and interest compounded at a rate of 9.75% per month. (*See* Exhibit I).

21. To date, because of its failure to remit any payment whatsoever as required by Agreement number 14738, Precision owes Amada approximately \$73,898.85. (*See* Exhibit I).

22. The first installment payment for Agreement number 14550, in the amount of \$1,132.57, was due to Amada on May 15, 2007. (*See* Exhibit "D").

23. Precision failed to remit this payment, or any other required payment on Agreement number 14550, and consequently late charges were assessed in the amount of \$56.63 per month, and interest compounded at a rate of 9.75% per month. (*See* Exhibit I).

24. To date, because of its failure to remit any payment whatsoever as required by Agreement number 14550, Precision owes Amada approximately \$55,087.03. (*See* Exhibit I).

25. The first installment payment for Agreement number 14742, in the amount of \$2,045.38, was due to Amada on May 15, 2007. (*See* Exhibit "E").

26. Precision failed to remit this payment, or any other required payment on Agreement number 14742, and consequently late charges were assessed in the amount of \$102.27 per month, and interest compounded at a rate of 9.75% per month. (*See* Exhibit I).

27. To date, because of its failure to remit any payment whatsoever as required by Agreement number 14742, Precision owes Amada approximately \$99,485.53. (*See* Exhibit I).

28. The first installment payment for Agreement number 14740, in the amount of \$6,437.38, was due to Amada on May 15, 2007. (*See* Exhibit "F").

29. Precision failed to remit this payment, or any other required payment on Agreement number 14740, and consequently late charges were assessed in the amount of \$321.87 per month, and interest compounded at a rate of 9.75% per month. (*See* Exhibit I).

30. To date, because of its failure to remit any payment whatsoever as required by Agreement number 14740, Precision owes Amada approximately \$313,108.10. (*See* Exhibit I).

31. The first installment payment for Agreement number 14741, in the amount of \$11,291.87, was due to Amada on May 15, 2007. (*See* Exhibit "G")

32. Precision failed to remit this payment, or any other required payment on Agreement number 14741, and consequently late charges were assessed in the amount of \$564.59 per month, and interest compounded at a rate of 9.75% per month. (*See* Exhibit I).

33. To date, because of its failure to remit any payment whatsoever as required by Agreement number 14741, Precision owes Amada approximately \$549,225.89. (*See* Exhibit I).

34. Precision's failure to pay any of the required installments of any of the Agreements, after accepting the goods delivered by Amada constitutes a breach of the Agreements.

35. Amada has demanded payment from Precision under the Agreements in the original total principle amount of \$1,104,240.00, plus interest and late charges. (See Letter to John Mazurek, President of Precision Metals, dated July 20, 2007, attached hereto as Exhibit J).

36. Despite Amada's demands, Precision has failed to make any payment whatsoever on any of the amounts due under the Agreements. (See Exhibit I).

37. The total now due to Amada is approximately \$1,137,752.68. (See Exhibit I).

38. Each of the Agreements states that "in the event any...judicial action or proceeding is initiated with respect to any matters relating to this Agreement...the party in whose favor any award shall be given...shall be entitled to recover from the other party all costs and expenses (including attorney's fees) incurred in such action." (See Exhibits A-G, Section D, ¶5).

Wherefore, Plaintiff Amada America, Inc., pursuant to Section 2709 of the California Commercial Code, prays for judgment against the Defendant, Precision American Metals, LLC, in the amount of \$1,137,752.68, and for prejudgment interest, costs and attorneys' fees.

Count II
Breach of Personal Guaranty Against John Mazurek

1-38 Plaintiff repeats and realleges paragraphs 1-38 of Count I as paragraphs 1-36 of this Count II, as if fully set forth herein.

39. As a supplement to the Agreements, on or about July 20, 2006, Defendant John Mazurek executed a document entitled "Unconditional Continuing Guaranty" (Attached hereto as Exhibit K). That Guaranty provides, in pertinent part, that "[g]uarantors unconditionally guaranty and promise to pay to Seller, on demand, any indebtedness of Buyer to Seller not paid when due." (See Exhibit K, ¶1).

40. Amada has demanded that John Mazurek pay the amount presently due by Precision. (See Letter to John Mazurek, Guarantor, dated July 20, 2007, attached hereto as Exhibit L).

41. Despite Amada's demands, and in direct breach of the Guaranty, John Mazurek has failed to make any payment whatsoever on any of the amounts due under the Agreements. (See Exhibit I).

42. The Unconditional Continuing Guaranty states, in part, "[g]uarantors agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by [Amada] in the enforcement of this...Guaranty". (See Exhibit K, ¶6).

Wherefore, Plaintiff Amada America, Inc. prays for judgment against the Defendant, John M. Mazurek, in the amount of \$1,137,752.68, and for prejudgment interest, costs and attorneys' fees.

Count III
Breach of Personal Guaranty Against Pamela Mazurek

1-42 Plaintiff repeats and realleges paragraphs 1-42 of Counts I & II as paragraphs 1-42 of this Count III, as if fully set forth herein.

43. As a supplement to the Agreements, on or about July 20, 2006, Defendant Pamela Mazurek executed a document entitled "Unconditional Continuing Guaranty" (Attached hereto as Exhibit K). That Guaranty provides, in pertinent part, that

“[g]uarantors unconditionally guaranty and promise to pay to Seller, on demand, any indebtedness of Buyer to Seller not paid when due.” (See Exhibit K, ¶1).

44. Amada has demanded that Pamela Mazurek pay the amount presently due by Precision. (See Letter to Pamela Mazurek, Guarantor, dated July 20, 2007, attached hereto as Exhibit M).

45. Despite Amada’s demands, and in direct breach of the Guaranty, Pamela Mazurek has failed to make any payment whatsoever on any of the amounts due under the Agreements. (See Exhibit I).

46. The Unconditional Continuing Guaranty states, in part, “[g]uarantors agree to pay reasonable attorneys’ fees and all other costs and expenses which may be incurred by [Amada] in the enforcement of this...Guaranty”. (See Exhibit K, ¶6).

Wherefore, Plaintiff Amada America, Inc. prays for judgment against the Defendant, Pamela F. Mazurek, in the amount of \$1,137,752.68, and for prejudgment interest, costs and attorneys’ fees.

Count IV
Accounting

1-46 Plaintiff repeats and realleges paragraphs 1-46 of Counts I-III as paragraphs 1-46 of this Count IV as if fully set forth herein.

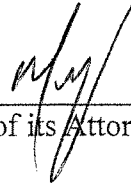
47. Each of the Agreements executed by the Defendants states that “for so long as any amounts are owed by Buyer to Seller under this Agreement, Buyer... (h) shall promptly furnish to Seller upon request current financial statements of Buyer.” (See Exhibits A-G, Section B, ¶3).

48. Amada has demanded current financial statements from Precision, but Precision has failed and refused to honor that demand, in violation of the Agreements.

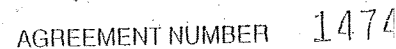
WHEREFORE, Plaintiff, Amada America, Inc., respectfully prays for the entry of an Order requiring Precision to account to Amada and provide current financial statements from October 1, 2006 to the date of its accounting, and requiring Precision to continue such accounting on a monthly basis after its initial accounting.

Respectfully Submitted,

Amada America, Inc.,

By: _____
One of its Attorneys

Matthew P. Connelly
Cory D. Anderson
CONNELLY ROBERTS & McGIVNEY, L.L.C
55 W. Monroe St., Suite 1700
Chicago, Illinois 60602
312.251.9600



FILE NUMBER 12901-CB00

Buyer (described in Item 1.A. below) agrees to purchase from AMADA AMERICA, INC. ("Seller") and Seller agrees to sell to Buyer for business only the equipment and other personal property described in Item 3, below ("Property"), on the terms and conditions set forth in this Agreement, including without limitation the terms and conditions set forth on the reverse hereof.

NAME: BUWER

BUYER'S FULL NAME	PRECISION AMERICAN METALS, LLC	BUYER'S TRADE NAME OR STYLE	
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STREET ADDRESS OF BUYER'S CHIEF EXECUTIVE OFFICE 1050 KINGSLAND DR.	P.O. BOX	CITY BATAVIA	COUNTY	STATE IL	ZIP CODE 60510	TELEPHONE (630) 406-77
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COMPANY NAME	SAMUELSON "A"	BRANCH / DIVISION
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STREET ADDRESS	CITY	COUNTY	STATE	ZIP CODE	TELEPHONE ()
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REQUEST DELIVERY DATE	SHIPPING INSTRUCTIONS FOB SHIPPING POINT	AMADA CUSTOMER NUMBER	CONTACT JOHN MAZUREK
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BILLING ADDRESS	P.O. BOX	CITY	COUNTY	STATE	ZIP CODE	TELEPHONE
		ALPHARETTA		GA	30022	(678) 642-71

11005 PINEBUSH DR.	AMATEUR RADIO	CONTACT
BILLING INSTRUCTIONS	AMADA CUSTOMER NUMBER 29897-1	DICK CLARK

REGION NO.	DIVISION NO.	SALESMAN NO.	SALESMAN NAME	CUSTOMER P.O. NO.	P.O. NO.
			JOHN WOODBRIDGE	PAM6300601	06/

72	922	JOHN WOODROFF	1911
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A. <input type="checkbox"/> NET 30 DAYS <input type="checkbox"/> C.O.D. <input checked="" type="checkbox"/> MONTHLY INSTALLMENTS (TOTAL NO. OF PAYMENTS)		D. TAX EXEMPT PURCHASE		E. INSERT CERTIFICATE NO. HERE
B. AMOUNT OF EACH MONTHLY INSTALLMENT		C. DUE DATE OF FIRST INSTALLMENT		

\$365.13 (TO BE COMPLETED BY SELLER) 10-1-06 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NO. REV. _____ (SEE SECTION A.2 ON REVERSE)
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1. This Agreement is for an installment sale. Buyer shall make each installment payment to AMARACAPITAL CORPORATION, Dept. LA22096, Pasadena, California 91105-2096.

A. MACHINE MODEL NO.	B. SERIAL NO.	C. <input checked="" type="checkbox"/> NEW	D. MACHINE DESCRIPTION: ONE (1) AMADA TOOL GRINDER	A. CASH PURCHASE PRICE: \$21,600
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TOOLING	<input type="checkbox"/> DEMO <input type="checkbox"/> USED	TOOL SIGNATURE	B. CASH PURCHASE PRICE FOR TOOLING
REMARKS, OPTIONS AND OTHER ADDITIONS (INCLUDING SPECIFICATIONS)		QTY.	CASH PRICE

E. TOOLING, ATTACHMENTS, OPTIONS AND OTHER ADDITIONS						C.
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		D. TOTAL CASH PURCHASE PRICE	
		\$21.61	

E SALES TAX (RATE +)

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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			G.
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								H. SUBTOTAL (D + E + F + G)	\$216
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TOTAL TO 4B		
1. VALUE OF TRADE-IN		1. LESS CREDIT FOR TRADE-IN F

F. DESCRIBE TRADE-IN				<	
				>	CASH DOWN PAYMENT

I. LESS LIENS & A/C		J. LESS CASH DOWN PAYMENT	
J. CREDIT FOR TRADE-IN (H-I)		\$4,000.00	

ITEM 8 CASUALTY & LIABILITY INSURANCE FOR ALE FINANCE ONLY \$ 41,371.37

BUYER'S INSURANCE COMPANY	NAME OF AGENT	L. TIME PRICE DIFFERENTIAL
FRANKLIN MUTH	1000 PAVILLI	\$4

BUYER'S INSURANCE AGENCY	WEISS FNS	INSURANCE AGENCY'S ADDRESS	31 W 68th AVE TRAIL	P.O. BOX	M TIME BALANCE (K. + L.)
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INSURANCE AGENCY	STATE	ZIP CODE	TELEPHONE	\$21
CITY	FL	33184	(305) 584-1717	

(NOTE: Section B.4 on the reverse hereof sets forth certain requirements for insurance which must be provided by the insurance provider.

By Buyer, Please review these requirements carefully with your insurance provider.

By executing this Agreement, Buyer agrees to the terms and conditions set forth herein and on the reverse side of this Agreement. BY ITS EXECUTION OF THIS AGREEMENT, BUYER AGREES TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT.

ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE
INCLUDING WITHOUT LIMITATION THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN SECTION A.10, AN

INCLUDING WITHOUT LIMITATION, THE SELLER HAS READ AND UNDERSTANDS THE
JURISDICTION PROVISIONS SET FORTH IN SECTIONS D.4, RESPECTIVELY, AND UNDERSTANDS THAT THE AGREEMENT SHALL
SELLER A SECURITY INTEREST IN THE PROPERTY.

If Buyer has elected to purchase the Property on an installment payment basis, Buyer acknowledges that Seller has offered both a cash purchase price and an installment purchase price for the Property and that Buyer has made its election based on a comparison of these prices. Buyer authorizes Seller to

blank, including without limitation the date of first payment in item 2.C, and correct any typographical or other error on the facing page of this /

This Agreement shall not be binding upon Seller until executed by a duly authorized officer or manager of Seller in Buena Park, California. NO REFUND OF ANY AMOUNTS PAID BY BUYER SHALL BE MADE BY SELLER UNLESS THE SELLER HAS FIRST BEEN ADVISED IN WRITING BY BUYER OF THE BUYER'S INTENTION TO CANCEL THIS AGREEMENT. THIS AGREEMENT IS NOT ENFORCEABLE AGAINST SELLER UNLESS IT IS FIRST ENFORCED BY A COURT OF COMPETENT JURISDICTION.

ON WARRANTY RELATING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IS BINDING ON OR ENFORCEABLE AGAINST OR
 SET FORTH IN THIS AGREEMENT

BUYER IDENTIFIED IN ITEM 1(A), ABOVE) (BY [Signature] TITLE RESIDENT DATE 7/

[Handwritten signature]

A. Terms and Conditions of Sale

1. **Price and Price Adjustments.** The cash purchase price of the Property is FOB point of shipment from within the United States as designated by Seller, and is firm for thirty (30) days after the date of execution of this Agreement by Seller. After such period Seller may, in its discretion, adjust the purchase price of any unsold Property to reflect cost increases and changes in market conditions. Seller will give Buyer written notice of any such price adjustments. Unless within seven (7) days after receiving such notice Buyer gives Seller written notice of any objections to any such price adjustment, Buyer will be deemed to have waived all such objections.

2. Taxes, the cash purchase price of the Property is exclusive of and all excise, sales, use or other taxes, levied by any federal, state, county, municipal or other governmental authority, of which Seller is or may be liable, and all other taxes, levied by any such authority, on the Property, all of which are for the account of Buyer. Seller is authorized to make payment of any such taxes directly to the taxing authority, and Buyer will reimburse Seller therefor. Such reimbursement will be made on demand unless otherwise expressly agreed in writing. If Buyer claims an exemption from such taxes, Buyer must provide evidence of such exemption acceptable to Seller.

3. **Freight Charges.** Freight charges for shipment of the Property to Buyer, including taxes on freight charges, if any, are for the account of Buyer and will be billed freight collect. Freight charges for loading and accessories will be separately invoiced to Buyer and are payable net 30 days from the date of invoice unless otherwise agreed in writing.

4. **Late Charges.** Any payment of Buyer not received by the ninth (9th) day following the date due will be subject to a late charge of five percent (5%) of the amount due as liquidated damages.

5. Shipping instructions. Seller will arrange for shipment and routing of the Property in accordance with the instructions of Buyer (if any) set forth on facing page hereof; provided however, if such instructions are unclear, incomplete or impracticable of implementation, or if no shipping instructions are set forth on the facing page hereof, Seller may, and is hereby authorized by Buyer to arrange for shipment and routing of the Property as Seller deems appropriate. In no event will Seller be liable for any failure of the carrier to follow shipping instructions of either Buyer or Seller. Charges will be billed freight collect.

6. Shipment. Seller may ship the Property in partial shipments. Seller will use reasonable commercial efforts to deliver the Property by the requested delivery date, set forth on the facing page hereof, but will have no liability to Buyer for late shipments.

7. **Title, Risk of Loss and Insurance.** Title to and all risk of loss of or damage to the Property will pass from Seller to Buyer at the shipping point. Unless otherwise expressly agreed in writing, the cost of insurance on the Property while in transit will be borne by Buyer.

8. **Shipping.** All costs of unloading the Property from the carrier upon arrival at the shipping destination and moving the Property to the installation site are for the account of Buyer. Seller has no liability for the Buyer and Buyer assumes all risk of damage to or loss of the Property occurring in connection with such unloading and moving.

9. **Installation.** Buyer will, at its expense, take all necessary steps to prepare the installation site for the installation of the Property. The cost of installation is included in the purchase price of the Property. Installation includes set up, start up and initial adjustment of operating performance. Seller has no responsibility or liability for any failure of the Property to meet any significant criteria or standards established by any private organization or any federal, state, county, municipal or other governmental authority; provided, however, that in the event of any such failure to meet such codes or standards, Seller shall, at its expense, correct the failure. Buyer shall be responsible for obtaining any permits as may be necessary to bring such Property into compliance with any such codes or standards, unless Seller determines that the cost to Seller of making any such modifications is expected to exceed ten percent (10%) of the purchase price of the Property or that the time required to effect such compliance (including the completion of any necessary inspections and the obtaining of any necessary permits) will be more than 30 days. If Buyer determines that the cost of compliance upon referring to Buyer payments received in respect of the canceled portion of this Agreement (less freight charges and applicable duties), cancel this Agreement in whole or in part without further liability to Buyer, and provided further that if Buyer so requests, Seller may, but shall not be obligated to, refund to Buyer the portion of the purchase price of the Property for which shall be made by Buyer in advance of Seller's performance.

10. Warranty and limitation of liability. EXCEPT AS MAY OTHERWISE BE SET FORTH IN A WRITTEN WARRANTY OF THE PROPERTY EXECUTED BY SELLER, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND SELLER HEREBY DISCLAIMS ALL SUCH WARRANTIES, (INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, GENERAL, DIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS), AND IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE STATED PURCHASE PRICE OF THE PROPERTY.

11. Trade Invo. Buyer represents and warrants to Seller that Buyer has good and marketable title to any trade in, referred to in Item 3.F on the facing page hereof, and that any such trade-in is in good operating condition and will be transferred to Seller free and clear of all claims, liens, charges, security interests or encumbrances of any third party. In the event that subsequent to such transfer any third party, including without limitation Ananda Capital Corporation ("ACC"), asserts a lien or other interest in such trade-in, Buyer hereby grants to Seller a license to store any such trade-in on Buyer's premises until the claim is resolved. In the event that the claim is resolved in favor of Buyer and held Seller, harmless from any loss or damage to such trade-in and any claims against Seller arising out of such storage or any unauthorized operation of such trade-in.

12. **Force Majeure.** In the event that Seller or any of its suppliers or delegates is unable to carry out its obligations hereunder due to acts of God or of the public enemy, war, insurrection, riots, strikes, lockouts, labor disputes, fire, floods, earthquakes, natural disasters, unavoidable casualty or other causes beyond the control of Seller or its suppliers or delegates, Seller's obligations (including but not limited to money exchange or transfer restrictions, impositions of quotas or limitations of shipments, or any other cause or causes beyond the control of Seller or its suppliers or delegates) shall be suspended to the extent necessary to enable Seller and its suppliers and delegates to complete performance with the exercise of reasonable diligence after the cause or causes have been removed. Seller and its suppliers and delegates shall notify the other party in writing as soon as practicable of the occurrence of such event.

13. Termination. Upon the occurrence of an Event of Default (as defined in Section 8.6), Seller will, in addition to the other rights set forth in this Agreement, have the right to immediately terminate this Agreement as to any un-shipped Property with or without notice of termination.

14. Indemnification. Buyer will defend, indemnify and hold Seller harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with any use of the Property by Buyer or any breach of this Agreement by Buyer.

15 Condition Precedent to Seller's Obligations. On all installment sales the written approval of ACO for such other financing company as may be involved to the terms of this Agreement is a condition precedent to the performance of Seller's obligations under this Agreement, and any of the Property delivered to Buyer prior to the obtaining of such written approval will be deemed to be held by Buyer as a bailee for its own benefit under a bailment revocable at will by Seller.

16. Financing. Buyer has sole responsibility for obtaining any necessary financing for the purchase of the Property. Any efforts of Seller to arrange any such financing are solely an accommodation to Buyer and do not obligate Seller in any way.

B. Security Interest

1. Grant of Security Interest. In secure payment of the purchase price of the Property, Buyer hereby grants to Seller security interest in the Property, and in all acccessions thereto and replacements and modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted hereby constitutes a purchase money security interest under the California Uniform Commercial Codes. In addition, the security interest granted hereby shall secure the full and faithful performance by Buyer and all of Buyer's obligations under this Agreement. Notwithstanding to the foregoing, the security interest of this DFI does not apply with respect to CO sales of Property which payment is actually received by Seller from Buyer prior to or at the time of delivery of the Property to Buyer's locality.

2. Information Regarding Buyer. Buyer represents and warrants to Seller that all of the information regarding Buyer set forth on the facing page of this Agreement is true and correct.

3. Certain Covenants, Warranties, and Buyer, so long as any amounts are owed by Buyer to Seller under this Agreement, Buyer shall: (a) shall use the Property in compliance with all applicable laws, regulations and ordinances; (b) shall maintain the Property in good condition and repair, reasonable wear and tear excepted; (c) shall pay when due all taxes, charges and impositions on the Property or the ownership thereof; (d) shall keep the Property free of all liens, charges, claims, and encumbrances; (e) shall not dispose of, or attempt to dispose of, any part of the Property without Seller's prior written consent and make extracts of all of Buyer's books and records relating thereto, during normal business hours; (f) shall promptly notify Seller of the occurrence of any events which materially and adversely affect the value of the Property as collateral; (g) shall promptly notify Seller in writing of any change in the ownership of the Property; (h) shall promptly notify Seller of any change in the ownership or organizational or financial structure of Buyer; (i) shall promptly furnish to Seller upon request current financial statements of Buyer; and (j) shall not, without prior written consent of Seller, sell, assign, exchange, lease, lend, license the use of, pledge, encumber, grant a security interest in or dispose of the Property or any part thereof, or otherwise dispose of the Property, or any part thereof, or allow the manufacturer or in violation of any insurance policy covering the Property, or remove or obliterate any markings placed by Seller to the Property or give notice of Seller's security interest therein or any part thereof, or otherwise interfere with Seller's right to perfect its interest in the Property, or permit the Property to become so encumbered or otherwise disposed of as to become a fixture.

4. Insurance. Buyer shall keep the Property insured against all risk of loss or damage from even the slightest cause for which insurance is commercially available, in a coverage not less than the total cash purchase price of the Property, under policies providing that losses shall be payable to Seller and retaining the amount to give Seller not less than thirty (30) days prior written notice of the effective date of any alterations or cancellations of any such policy. All such insurance policies shall otherwise be subject to the following conditions: (a) Buyer shall deliver to Seller a copy of each such insurance policy; and (b) Seller shall furnish to Seller such other necessary information as Seller may request.

time request. The proceeds of such insurance shall be applied, at the option of the replacement, to the repair of any Property which is lost, stolen, damaged or covered by the obligation of this memorandum. Buyer loses irreversibly appoints Seller attorney-in-fact, which appointment is coupled with an interest, to make claims for, sue and execute and endorse all documents, checks, or drafts received in payment of any under any such policy of insurance. If Buyer fails to procure or maintain such insurance, the right, but shall not be obligated, to obtain and maintain such insurance, reimburse Seller for the cost thereof.

5. Covenants Regarding Location of Property. Buyer will not remove any of the Property located at which installed or otherwise change the location of any of the Property without the written consent of Seller in each instance. EACH SIGNATORY HERETO WILL BE LIABLE TO SELLER FOR ANY ALL LOSS ON DAMAGE SUSTAINED BY SELLER AS A RESULT OF ANY CHANGE IN LOCATION OF THE PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO OR LOSS OF PERFECTION OF SELLER'S OR ACC'S SECURITY INTEREST IN THE PROPERTY.

6. Default. The occurrence of any of the following shall constitute an Event of Default by Buyer in the payment, when due or payable of the purchase price of the Property or thereof or interest thereon; (a) any breach of Buyer of any representation, warranty, agreement (other than as to payment) set forth in this Agreement on any other agreed Buyer and Seller or arising by operation of law or otherwise, which breach is not cured (191) day following notice thereof by Seller to Buyer; (c) the issuance or entry by any judgment or attachment against Buyer, the Property or any other property of Buyer or any of its subsidiaries or affiliates; (d) the filing by Buyer of a petition for reorganization or liquidation or a petition for protection under Chapter 11 of the United States Bankruptcy Code or the filing of a petition for liquidation or reorganization by creditors of liquidating agents, the offering of a composition or extension to creditors or an assignment for the benefit of creditors or the commencement of any proceeding, reorganization, dissolution or liquidation under any bankruptcy or other laws relating to debtors, to the extent that any of the foregoing is by, for, on behalf of or with respect to Buyer; (e) the suspension, termination, discharge or unenforceability of any order or judgment of a court of competent jurisdiction in any proceeding brought by or for the condition or affairs (financial or otherwise) of Buyer which in the good faith determination impairs Seller's security or increases its risk.

7. Remedies on Default. Upon the occurrence of an Event of Default, or at any time after Event of Default shall be continuing, in addition to any other rights or remedies Seller shall have any or all of the following rights and remedies: (a) Seller shall have the right to sue Buyer for the amount of the unpaid purchase price, together with any and all interest thereon that is sought; (b) Seller may, at its option, accelerate and immediately secured hereby to be immediately due and payable; (c) Seller shall have immediate and exclusive possession of any and all of the Property, whenever it is in the possession of Buyer, and Seller shall have the right to remove the Property without prior notice, enter peacefully upon the premises, where such Property may remove the Property from such location for disposition or proceed to liquidate or otherwise dispose of the Property; (d) Seller may require Buyer, at Buyer's expense, to insure and make it available to Seller at any mutually convenient location; (e) Seller may, at its sole discretion, any time and from time to time, file only a protective lien for ten (10) days against the Property, and Seller shall have the right to agree to be a secured creditor, lease any of the Property on such terms and conditions as Seller may consider appropriate, or sell, resell, transfer, assign, dispose of and lease the Property, in one or more parcels, at the same or different times, and all rights thereunder, at public or private sale, for cash, upon credit or for future delivery, and at such price as Seller may determine; (f) in connection with any disposition for and purchase of the Property by Seller, Buyer shall be required to execute and deliver to Seller a bill of sale for and on behalf of Buyer, make and deliver to any purchaser of any of the Property sufficient bill of sale or other evidence of transfer of all right, title and interest in and to such purchases; and (g) Seller may in its own name or in the name or names of its assigns and assigns request to cure any such Event of Default, and all sums expended by any such one shall be secured hereby.

8. Allocation of proceeds. The net proceeds realized upon any liquidation or other disposition of the Seller shall be allocated to the expense of retaining, holding, preparing for sale, marketing, advertising, promoting, transporting, storing, insuring, and delivering the property, and the like, and the reasonable attorney's fees and legal expenses and the Seller in enforcing or exercising any of its rights or remedies under this Agreement, and the satisfaction of the obligations of Buyer secured under this Agreement in such order as appropriate by Seller. Any surplus of such proceeds shall be paid to the person or persons entitled thereto, and the Buyer shall be liable to Seller for and shall immediately repay to Seller any amount of any deficiency.

9. **Buyer's Waiver.** Except as to the notice of intention to dispose of Property prior to the Seller's exercise of its rights and remedies without demand, advertisement or notice as may be required by law. To the fullest extent permitted by law, Buyer waives the right to make any protest, notice of acceptance of this Agreement or other action taken in reliance hereon, demands and notices of any description.

10. **Financing Statements.** Fixture filings and further assurances. Buyer hereby agrees to execute and file financing statements authenticated records, and fixture filings at any time to any of the Property, in each case without Buyer's signature to the extent permitted by Seller's request. Buyer shall execute one or more financing statements, fixture filings, and other filings pursuant to the Uniform Commercial Code in form satisfactory to Seller. Buyer shall take any and all steps required by Seller to maintain perfection of the security interest granted hereunder, or to fully assure to Seller its rights under this Agreement.

C. Assignment

1. Assignment to Amada Capital Corporation. Unless otherwise agreed by the Seller may at any time assign this Agreement and its rights hereunder, in whole or in part, to Amada Capital Corporation, and Buyer hereby agrees that it will not assert any claims, defenses or offsets against Seller, and Buyer hereby expressly agrees not to assert any such claims, defenses or offsets against ACC.

2. Assignment by Buyer. Buyer may not assign, delegate or transfer any of its rights under this Agreement to any third party without the prior written consent of Seller.

D. Miscellaneous

1. The order of application of Buyer payments is at the discretion of Seller. Seller may apply and all of a Buyer's payment to any outstanding balances owing by Seller, limited to Buyer late charges.

2. Notices. All notices, demands or consents required or permitted to be given and shall be in writing and shall be deemed effective upon delivery if delivered personally after mailing if sent by first class United States mail, postage prepaid, addressed to addressee set forth herein or to such other address as shall be given by either party to the

3. Waiver, Amendment or Modification. No waiver, amendment or modification hereof or of any right or remedy hereunder shall be effective unless in writing and signed by both parties. No failure by Seller to exercise, and no delay by Seller in exercising, a remedy granted hereunder shall operate as a waiver of any such right, power or remedy or any right or remedy granted by Seller on any other occasion shall not be construed as a bar to any right or remedy on any future occasion. All rights and remedies of Seller are separate and the exercise of any right or remedy shall not limit or prejudice the exercise of any other right or remedy.

4. Court Jurisdiction. Any controversy, claim, action or dispute arising out of or from this agreement will be subject to the laws of the State of California and the parties hereto agree that all matters being adjudicated in the jurisdiction of California.

5. **Attorneys' Fees.** In the event any arbitration or judicial action or proceeding is initiated by any party relating to this Agreement or in the event either party seeks relief from any of the provisions of this Agreement, then the party in whose favor the arbitration award shall be given or any relief shall be granted or judgment shall be entered shall be entitled to recover from the other party all costs and expenses (including attorneys' fees) incurred in connection with such arbitration or any appeal therefrom.

6. **Severability.** In the event any provision or portion of any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in full force and effect.

7. Entire Agreement. Notwithstanding any purchase order submitted by Buyer, on the facing page hereof or attached hereto, this Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter hereof. Any and all agreements or understandings heretofore existing between the parties pertaining to hereof are expressly superseded and canceled by this Agreement.

8. Time is of the Essence. Except as to the provisions of this Agreement relating to shipping delays, time is of the essence with respect to each of the terms, conditions and covenants of this Agreement.

9. **Binding Effect.** Subject to Part C of this Agreement, this Agreement shall be binding on the parties and their legal representatives, successors and assigns, and shall inure to the benefit of the parties and their legal representatives, successors and assigns.

10. **Headings.** Headings contained in this Agreement are for purposes of convenience only and shall not be construed to limit, expand or otherwise modify the meaning or intent of any provision of this Agreement.

Buyer (described in Item 1.A. below) agrees to purchase from AMADA AMERICA, INC. ("Seller") and Seller agrees to sell to Buyer for business only the equipment and other personal property described in Item 3, below ("Property"), on the terms and conditions set forth in this Agreement, including without limitation the terms and conditions set forth on the reverse hereof.

TYPE OR PRINT ONLY

A. DESCRIPTION OF BUYER:										
BUYER'S FULL NAME PRECISION AMERICAN METALS, LLC					BUYER'S TRADE NAME OR STYLE					
<input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> LIMITED LIABILITY CO. <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> OTHER					ORGANIZED UNDER THE LAWS OF THE STATE OF IL		AMADA CUSTOMER # 29897			
STREET ADDRESS OF BUYER'S CHIEF EXECUTIVE OFFICE 1050 KINGSLAND DR.					P.O. BOX	CITY BATAVIA	COUNTY	STATE IL	ZIP CODE 60310	TELEPHONE (630) 406-77
B. INSTALLATION SITE:										
COMPANY NAME SAME AS "A"						BRANCH / DIVISION				
STREET ADDRESS						CITY	COUNTY	STATE	ZIP CODE	TELEPHONE ()
REQUEST DELIVERY DATE		SHIPPING INSTRUCTIONS FOB SHIPPING POINT			AMADA CUSTOMER NUMBER		CONTACT JOHN MAZUREK			
C. BILLING INFORMATION:										
BILLING ADDRESS 11005 PINEHIGH DR.				P.O. BOX	CITY ALPHARETTA	COUNTY	STATE GA	ZIP CODE 30022	TELEPHONE (678) 642-74	
BILLING INSTRUCTIONS					AMADA CUSTOMER NUMBER 29897-1		CONTACT DICK CLARK			
D. FOR SELLERS REFERENCE ONLY:										
REGION NO. 72		DIVISION NO. 004		SALESMAN NO. 922		SALESMAN NAME JOHN WOODRUFF		CUSTOMER P.O. NO. PAM6300601		P.O. DA 06/
E. PAYMENT TERMS:										
A. <input type="checkbox"/> NET 30 DAYS <input type="checkbox"/> C.O.D. <input checked="" type="checkbox"/> MONTHLY INSTALLMENTS (TOTAL NO. OF PAYMENTS 60) <input type="checkbox"/> OTHER _____										
B. AMOUNT OF EACH MONTHLY INSTALLMENT \$540.93			C. DUE DATE OF FIRST INSTALLMENT (TO BE COMPLETED BY SELLER) 10-1-06			D. TAX EXEMPT PURCHASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		E. INSERT CERTIFICATE NO. HERE (SEE SECTION A.2 ON REVERSE F)		
THIS AGREEMENT IS NOT AN INSTANT SALE. BUYER SHALL MAKE EACH MONTHLY INSTALLMENT PAYMENT TO: AMADA CAPITAL CORPORATION, Dept. LA22096, Pasadena, California 91105-2096										
F. ITEM DESCRIPTION OF PROPERTY:										
A. MACHINE MODEL NO. 11408T		B. SERIAL NO.		C. <input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMO <input type="checkbox"/> USED		D. MACHINE DESCRIPTION: ONE (1) AMADA SPOT WELDER				
E. TOOLING, ATTACHMENTS, OPTIONS AND OTHER ADDITIONS (INCLUDING SPECIFICATIONS)						QTY.	CASH PRICE			
F. DESCRIBE TRADE-IN						TOTAL TO 4B	H. VALUE OF TRADE-IN			
G. CALCULATE CREDIT FOR TRADE-IN ABOVE AND INSERT IN ITEM 4I.						J. LESS LIENS <input type="checkbox"/> ALIC	< >			
H. SUBTOTAL (D + E + F + G)						I. LESS CREDIT FOR TRADE-IN IF F	J. LESS CASH DOWN PAYMENT			
							< >			
I. TIME PRICE DIFFERENTIAL (M)						K. SUBTOTAL (H - I - J) (CASH PAID)	L. TIME PRICE DIFFERENTIAL (M)			
							< >			
M. TIME BALANCE (K + L)						N. TOTAL BALANCE	O. TOTAL BALANCE			
							< >			
J. BUYER'S INSURANCE COMPANY: BUYER'S INSURANCE COMPANY: Precision Metals POLICY # 600778874 BUYER'S INSURANCE AGENCY: WEISS INS. NAME OF AGENT: Jim Riccioli INSURANCE AGENCY'S ADDRESS: 31 N 680 ARMY TRL RD P.O. BOX CITY: WAYNE STATE: IL ZIP CODE: 60184 TELEPHONE: 630 584 1717										

NOTE: Section B 4 on the reverse hereof sets forth certain requirements for insurance which must be provided by Buyer. Please review these requirements carefully with your insurance provider.

Buyer agrees to the terms and conditions set forth herein and on the reverse side of this Agreement. BY ITS EXECUTION BELOW, BUYER ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS / INCLUDING WITHOUT LIMITATION THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN SECTION A.10, AND JURISDICTION PROVISIONS SET FORTH IN SECTIONS D.4, RESPECTIVELY, AND UNDERSTANDS THAT THE AGREEMENT CREATES A SELLER'S SECURITY INTEREST IN THE PROPERTY.

If Buyer has elected to purchase the Property on an installment payment basis, Buyer acknowledges that Seller has offered both a cash purchase and an installment purchase price to Buyer and that Buyer has made its election based on a comparison of these prices. Buyer authorizes Seller to execute the appropriate documents to reflect Buyer's election, including without limitation the date of first payment in Item 2.C, and correct any typographical or other error on the facing page of this Agreement.

This Agreement shall not be binding upon Seller until executed by a duly authorized officer or manager of Seller in Buena Park, California. NO REFUTATION OR WARRANTY RELATING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IS BINDING ON OR ENFORCEABLE AGAINST SELLER.

BUYER IDENTIFIED IN ITEM 1A ABOVE	BY 	TITLE <u>Resident</u>	DATE <u>7/1</u>
ARMADA AMERICAN PURCHASED	BY	TITLE	DATE

A. Terms and Conditions of Sale

1. Price and Price Adjustments. The cash purchase price of the Property is FOB point of shipment from within the United States as designated by Seller, and is firm for thirty (30) days after the date of execution of this Agreement by Seller. After such period Seller may, in its discretion, adjust the purchase price of any unshipped Property to reflect cost increases and changes in market conditions. Seller will give Buyer written notice of any such price adjustments. Unless within seven (7) days after receiving such notice Buyer gives Seller written notice of any objections to any such price adjustment, Buyer will be deemed to have waived all such objections.

2. Taxes. The cash purchase price of the Property is exclusive of any and all excise, sales, use or other taxes levied by any federal, state, county, municipal or other governmental authorities, all of which are for the account of Buyer. Seller is authorized to make payment of any such taxes directly to the taxing authority, and Buyer will reimburse Seller therefor. Such reimbursement will be made on demand unless otherwise expressly agreed in writing. If Buyer claims an exemption from such taxes, Buyer must provide evidence of such exemption acceptable to Seller.

3. Freight Charges. Freight charges for shipment of the Property to Buyer, including taxes on freight charges, if any, are for the account of Buyer and will be billed freight collect. Freight charges for loading and accessories will be separately invoiced to Buyer and are payable net 30 days from the date of invoice unless otherwise agreed in writing.

4. **Late Charges.** Any payment of Buyer not received by the ninth (9th) day following the date due will be subject to a late charge of five percent (5%) of the amount due as liquidated damages.

5. **Shipping Instructions.** Seller will arrange for shipment and routing of the Property in accordance with the instructions of Buyer (if any) set forth on facing page hereof; provided however, if such instructions are unclear, incomplete or impractical of implementation, or if no shipping instructions are set forth on the facing page hereof, Seller may, and is hereby authorized by Buyer to arrange for shipment and routing of the Property as Seller deems appropriate. In no event will Seller be liable for any failure of the carrier to follow shipping instructions of either Buyer or Seller. Charges will be billed freight collect.

6. Shipment. Seller may ship the Property in partial shipments. Seller will use reasonable commercial efforts to deliver the Property by the requested delivery date, set forth on the facing page hereof, but will have no liability to Buyer for late shipments.

7. Title, Risk of Loss and Insurance. Title to and all risk of loss of or damage to the Property will pass from Seller to Buyer at the shipping point. Unless otherwise expressly agreed in writing, the cost of insurance on the Property while in transit will be borne by Buyer.

8. **Bidding.** All costs of unloading the Property from the carrier upon arrival at the shipping destination and moving the Property to the installation site are for the account of Buyer. Seller has no liability for the Buyer and Buyer assumes all risk of damage to or loss of the Property occurring in connection with such unloading and moving.

9. **Installation.** Buyer will, at its expense, take all necessary steps to prepare the installation site for the installation of this Property. The cost of installation is included in the purchase price of the Property. Installation includes set up, start up and initial adjustment of operating performance. Seller has no responsibility or liability for any failure of any of the Property to meet any applicable codes or standards, including but not limited to applicable codes or standards promulgated by any governmental authority; provided, however, that in the event of any such failure, Seller, at its sole discretion, may, at its expense, make such modifications to the Property as Seller deems necessary to meet applicable codes or standards. Seller or its delegate will, at the request of Buyer, make such modifications to any of the Property as may be necessary to bring such Property into compliance with any such codes or standards, unless Seller determines that the cost to Seller of making any such modifications is less than 1% of the purchase price of the Property or that the time required to make such modifications is more than 30 days. If Seller is required to make such modifications in order to effect such compliance, including the cost of any such modifications, Seller shall be entitled to any necessary payments or approvals is expected to exceed ninety (90) days, in which case Seller may upon refunding to Buyer payments received in respect of the cancelled portion of this Agreement (less charges and applicable costs), cancel this Agreement in whole or in part without further liability to Buyer. If Seller is not required to make such modifications, or if Seller, at its sole discretion, is procured with such modifications at the sole expense of Buyer, payment for which shall be made by Buyer in advance of Seller's performance.

11. Warranty and Limitation of Liability. EXCEPT AS MAY OTHERWISE BE SET FORTH IN A WRITTEN WARRANTY OF THE PROPERTY EXECUTED BY SELLER, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND HEREBY SELLER DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, GENERAL, DIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST PROFITS, AND IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE STATED PURCHASE PRICE OF THE PROPERTY.

11. Trade-In. Buyer represents and warrants to Seller that Buyer has good and marketable title to the trade-in, duly registered in Exhibit 3.F on the facing page hereof, and that any such trade-in is in good operating condition and will be transferred to Seller free and clear of all claims, liens, charges, security interests or encumbrances of any third party. In the event that subsequent to such transfer any third party, including without limitation Honda Capital Corporation ("ACC"), asserts a lien on or other claim against the trade-in, Seller hereby grants to Seller a license to store any such trade-in or to sell or otherwise dispose of the trade-in, and Seller agrees to defend, hold, and pay for any such trade-in. Buyer's premises will hereby be deemed to be a warehouse for the trade-in, and Buyer will indemnify and hold Seller harmless from any loss or damage to such trade-in and any claims against Seller arising out of such storage or any unauthorized operation of such trade-in.

12. **Force Majeure.** In the event that Seller or any of its suppliers or delegates is unable to carry out Seller's obligations hereunder due to acts of God or of the public enemy, war, insurrection, riots, strikes, lockouts, labor disputes, fires, floods, and/or epidemics, natural disasters, unavoidable casualty, or other causes beyond the control of Seller or its suppliers or delegates, Seller's obligations hereunder (including but not limited to money exchange or transfer restrictions, impositions of quotas or limitations of shipments), or any other causes or causes beyond the control of Seller or its suppliers or delegates, shall be suspended for the period of time that such causes exist, and Seller shall not be liable to the extent as may be necessary to enable Seller and its suppliers and delegates to complete performance with the exercise of reasonable diligence after the cause or causes of delay have been removed. Seller's obligations hereunder shall terminate if such causes exist for a period of 90 consecutive days, after which time Seller shall terminate its obligations hereunder by so notifying the other party in writing.

13. **Termination.** Upon the occurrence of an Event of Default (as defined in Section 8.6), Seller will, in addition to the other rights set forth in this Agreement, have the right to immediately terminate this Agreement as to any un-shipped Property with or without notice of termination.

14. **Indemnification.** Buyer will defend, indemnify and hold Seller harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with any use of the Property by Buyer or any breach of this Agreement by Buyer.

15. Condition Precedent to Seller's Obligations. On all installment sales the written approval of ACC for such other financing company as may be involved) to the terms of this Agreement is a condition precedent to the performance of Seller's obligations under this Agreement, and any of the Property delivered to Buyer prior to the obtaining of such written approval will be deemed to be held by Buyer as a bailee for its own benefits under a bailment revocable at will by Seller.

16. **Financing.** Buyer has sole responsibility for obtaining any necessary financing for the purchase of the Property. Any efforts of Seller to arrange any such financing are solely an accommodation to Buyer and do not obligate Seller in any way.

B. Security Interest

11 Grant of Security Interest. To secure payment of the purchase price of the Property, Buyer hereby grants to Seller security interest in the Property, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted hereby constitutes a purchase money security interest under the California Uniform Commercial Codes. In addition, the security interest granted hereby shall secure the full and faithful performance by Buyer and all of Buyer's obligations under this Agreement. Notwithstanding to whom the Property is sold, it is agreed that it does not apply with respect to CO2 sales of Property in which physical is actually received by Seller from Buyer prior to or at the time of delivery of the Property to Buyer's facility.

2. Information Regarding Buyer. Buyer represents and warrants to Seller that all of the information regarding Buyer set forth on the facing page of this Agreement is true and correct.

Certain Covenants of Buyer. For so long as any amounts are owed by Buyer to Seller under this Agreement, Buyer (i) shall use the Property in compliance with all applicable laws, regulations and ordinances; (ii) shall maintain the Property in good condition and repair, reasonable wear and tear excepted; (iii) shall pay when due all taxes, charges and impositions on the Property or the ownership of the Property; (iv) shall not use the Property for any illegal purpose; (v) shall not create any interests and encumbrances of any third party; (vi) shall permit Seller to inspect the Property, and inspect and make extracts of all of Buyer's books and records relating thereto, during normal business hours; (vii) shall not use the Property as collateral; (viii) shall promptly notify Seller in writing of any change of Buyer's legal name or any trade name or style, the form in which Buyer conducts its business, and the organizational or financial structure of Buyer; (ix) shall promptly furnish to Seller upon request current financial statements of Buyer; and (x) shall not, without prior written consent of Seller, sell, assign, lease, convey, mortgage, pledge, hypothecate, or otherwise dispose of all or any part of the Property or Buyer's rights therein, or use or operate the Property in a manner other than as intended by the manufacturer, or in violation of any insurance policy covering the Property, or remove or obliterate any identification or marking on the Property or give notice of Seller's security interest therein or any identifying information, such as number, relating to the Property, or permit the Property to become so altered as to render it to become a fixture.

4. Insurance. Buyer shall keep the Property insured against all risk of loss or damage from every cause whatsoever for which insurance is commercially available, in a coverage amount not less than the total cash purchase price of the Property, under policies providing that losses shall be payable to Seller and requiring the insurer to give Seller not less than thirty (30) days prior written notice of the effective date of any alterations or cancellations of any such policy. All such insurance policies shall otherwise be in form and substance and with companies satisfactory to Seller. Buyer shall deliver such insurance policies to Seller, or shall furnish to Seller such other evidence of insurance as Seller may from time to

time request. The proceeds of such insurance shall be applied, at the option of replacement, restoration or repair of any Property which is lost, stolen, damaged or the payment of the obligations of Buyer hereunder. Buyer hereby irrevocably appoints Se attorney-in-fact, which appointment is coupled with an interest, to make claims for, settle and execute and endorse all documents, checks, or drafts received in payment of any k under any such policy of insurance. If Buyer fails to procure or maintain such insurance have the right, but shall not be obligated, to obtain and maintain such insurance, to reimburse Seller for the cost thereof.

5. Covenants Regarding Location of Property. Buyer will not remove any of the Pico location at which installed or otherwise change the location of any of the Property without the written consent of Seller in each instance. EACH SIGNATORY HERETO WILL BE LIABLE TO SELLER FOR ANY ALL LOSS OR DAMAGE SUSTAINED BY SELLER AS ANY CHANGE IN LOCATION OF THE PROPERTY WITHOUT THE PRIOR WRITTEN SELLER, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY DAMAGE AT LOSS OF PERFECTION OF SELLER'S OR ACC'S SECURITY INTEREST IN THE PRO

6. **Default.** The occurrence of any of the following shall constitute an Event of Default: by Buyer in the payment, when due or payable of the purchase price of the Property or its interest or interest thereon; (b) any breach of Buyer of any representation, warranty, agreement (other than as to payment) set forth in this Agreement or any other agree Buyer and Seller or arising by operation of law or otherwise, which breach is not cure within the time specified in the notice to Buyer; (c) the liquidation or winding up of the Buyer or attachment against Buyer, the Property or any other property of Buyer; (d) any notice of bulk sale or intended bulk sales by Buyer; (e) the appointment of a receiver or creditors or liquidating agents, the offering of a composition or extension to creditors, an assignment for the benefit of creditors or the commencement of any proceeding, reorganization, dissolution or liquidation under any bankruptcy or other laws relating to insolvency or the appointment of a receiver or liquidator by any court; (f) the insolvency of Buyer, the Suspension, termination, discharge or unenforceability of executed in favor of Seller with respect to any of the obligations secured hereby; or (g) the condition or affairs financial or otherwise of Buyer which in the good faith interest impairs Seller's security or increase its risk.

7. **Hearings on Default.** Upon the occurrence of an Event of Default, or at any time the Event of Default shall be continuing, in addition to any other rights or remedies Seller may still have any or all of the following rights and remedies: (a) Seller shall have all of remedies of a secured party under the Uniform Commercial Code as to effect of the purchase money security interest in the Property, including the right to take possession of the undischarged secured hereby to be immediately due and payable; (c) Seller shall have the immediate and exclusive possession of any and all of the Property, wherever it interferes from Buyer and for this purpose Seller may, with or without judicial process, remove the Property from such location for disposition or proceed to liquidate or otherwise the Property from such location; (d) Seller may require Buyer, at Buyer's expense, to Property and make it available to Seller for any mutually convenient location; (e) Seller, if Seller may, in its sole discretion, any time and from time to time, take any or all of the following actions: (i) to take possession of the Property, if it is in default; (ii) to be fully agreed to go reasonable notice, these any of the Property on each time; and (iii) Seller may consider appropriate, or sell, re-sell; transfer, assign, dispose of and deliver the Property, in one or more parcels, at the same or different times, and all right, title, at public or private sale, for cash, upon credit or for future delivery, and at such time and place as Seller may determine; (f) Seller may, at any time, and from time to time, and by such purchase acquire all right, title and interest therein; (g) Seller may and on behalf of Buyer, make and deliver to any purchaser of any of the Property sufficient bill of sale or other evidence of transfer of all right, title and interest in and to the Property, and Seller may execute and deliver to any purchaser of any of the Property, and all actions required to cure any such Event of Default, and all sums expended by Seller such cure shall be secured hereby.

8. Application of Proceeds. The net proceeds realized upon any liquidation or disposition of the property, after deduction for the expense of retaining, holding, preparing for sale or lease and the like, and the reasonable attorney's fees and legal expenses and costs of Seller in enforcing or exercising any of its rights or remedies under this Agreement, shall be applied to the satisfaction of the obligations of Buyer secured under this Agreement in such order as is appropriate by Seller. Any surplus of such proceeds shall be paid to the person or persons entitled thereto, and the Buyer shall be liable to Seller for and shall immediately pay the amount of any deficiency.

9. Buyer's Waiver. Except as to the notice of intention to dispose of Property, provided Seller may exercise any of its rights and remedies without demand, advertisement or use as may be required by law. To the fullest extent permitted by law, Buyer waives its protest, notice of acceptance of this Agreement or other action taken in reliance hereon demands and notices of any description.

10. Financing Statements. Fixture filings and further assurances. Buyer hereby authorizes and agrees to execute and file financing statements, authenticated records, and fixture filings of any lien in or to any of the Property, in each case without Buyer's signature to the extent permitted by the Uniform Commercial Code. Upon Seller's request, Buyer shall execute one or more financing statements, fixture filings, and other filings pursuant to the Uniform Commercial Code in form satisfactory to Seller to maintain perfection of the Seller's rights in the Property. Buyer shall take any and all steps required by Seller to maintain perfection of the Seller's rights in the Property, including, but not limited to, the steps set forth in the schedule of filings attached hereto as Exhibit A. Seller shall not be required to execute any of the foregoing documents or take any of the foregoing steps if Seller is not to be granted hereunder, or to fully assure to Seller its rights under this Agreement.

C. Assignment

1. Assignment to Armada Capital Corporation. Unless otherwise agreed by the parties, Seller may at any time assign this Agreement and its rights hereunder, in whole or in part, to Buyer hereby waives any right to assert against ACC any claims, defenses or offsets it may have against Seller, and Buyer hereby expressly agrees not to assert any such claim or offsets against ACC.

2. Assignment by Buyer. Buyer may not assign, delegate or transfer any of its rights, or under this Agreement to any third party without the prior written consent of Seller.

D. Miscellaneous

1. The order of application of Buyer payments is at the discretion of Seller. Seller may apply all of a Buyer's payment to any outstanding balances owing by Seller Inc. limited to Buyer late charges.

2. **Notices.** All notices, demands or consents required or permitted to be given under shall be in writing and shall be deemed effective upon delivery if delivered personally after mailing if sent by first class United States mail, postage prepaid, addressed to addresses not both jointly or to such other address as shall be given by either party to the

3. **Waiver, Amendment or Modification.** No waiver, amendment or modification of hereof or of any right or remedy hereunder shall be effective unless in writing and signed to be bound. No failure by Seller to exercise, and no delay by Seller in exercising, any remedy patented hereunder shall constitute a waiver of any such right, power or remedy any time or remedy by Seller on any one occasion shall not be construed as a bar to a right or remedy on any future occasion. All rights and remedies of Seller are separate and the exercise of any right or remedy shall not limit or prejudice the exercise of any remedy.

4. Court Jurisdiction. Any controversy, claim, action or dispute arising out of or agreement will be subject to the laws of the State of California and the parties hereto matters being adjudicated in the jurisdiction of California.

5. Attorneys' Fees. In the event any arbitration or judicial action or proceeding is initiated on any matters relating to this Agreement or in the event either party seeks relief from the provisions of 11 U.S.C. Section 362 (or any successor statute thereto), then the party in whose favor a judgment shall be given or any relief shall be granted or judgment shall be entered shall recover from the other party all costs and expenses (including attorneys' fees) incurred in such proceeding and any appeal therefrom.

6. Severability. In the event any provision or portion of any provision of this Agreement by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions thereof shall remain in full force and effect.

7. Entire Agreement. Notwithstanding any purchase order submitted by Buyer or on the facing page hereof or attached hereto, this Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter hereof. Any all agreements or understandings heretofore existing between the parties pertaining to the hereof are expressly superseded and canceled by this Agreement.

8. Time is of the Essence. Except as to the provisions of this Agreement relating to and shipping delays, time is of the essence with respect to each of the terms, conditions and covenants of this Agreement.

9. Binding Effect. Subject to Part C of this Agreement, this Agreement shall be binding upon the parties and their legal representatives, successors and assigns.

10. Headings. Headings contained in this Agreement are for purposes of convenience only and shall not be construed to limit the scope or intent of this Agreement.



7025 Firestone Blvd., Buena Park, CA 90621

FILE NUMBER 12901-C

EQUIPMENT PURCHASE AND SECURITY AGREEMENT

Buyer (described in Item 1.A. below) agrees to purchase from AMADA AMERICA, INC. ("Seller") and Seller agrees to sell to Buyer for busine only the equipment and other personal property described in Item 3, below ("Property"), on the terms and conditions set forth in this including without limitation the terms and conditions set forth on the reverse hereof.

TYPE OR PRINT ONLY

A. DESCRIPTION OF BUYER									
BUYER'S FULL NAME PRECISION AMERICAN METALS, LLC					BUYER'S TRADE NAME OR STYLE				
<input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> LIMITED LIABILITY CO.					ORGANIZED UNDER THE LAWS OF THE STATE OF: IL		AMADA CUSTOMER NO. 298		
<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> OTHER									
STREET ADDRESS OF BUYER'S CHIEF EXECUTIVE OFFICE 1050 KINGSLAND DR.				P.O. BOX		CITY BATAVIA		STATE IL	
						COUNTY IL		ZIP CODE 60510	
TELEPHONE (630) 406-7									
B. INSTALLATION SITE									
COMPANY NAME SAME AS "A"					BRANCH / DIVISION				
STREET ADDRESS					CITY		COUNTY		STATE
							ZIP CODE		TELEPHONE ()
REQUEST DELIVERY DATE		SHIPPING INSTRUCTIONS FOB SHIPPING POINT			AMADA CUSTOMER NUMBER			CONTACT JOHN MAZUREK	
C. BILLING INFORMATION									
BILLING ADDRESS 11005 PINEHIGH DR.				P.O. BOX		CITY ALPHARETTA		STATE GA	
						COUNTY		ZIP CODE 30022	
TELEPHONE (678) 642-									
BILLING INSTRUCTIONS				AMADA CUSTOMER NUMBER 29897-1			CONTACT DICK CLARK		
D. FOR SELLER'S REFERENCE ONLY									
REGION NO. 72		DIVISION NO. 006		SALESMAN NO. 922		SALESMAN NAME JOHN WOODRUFF		CUSTOMER P.O. NO. PAM6300601	
								P.O. NO. 06	
E. PAYMENT INFORMATION									
A. <input type="checkbox"/> NET 30 DAYS <input type="checkbox"/> C.O.D. <input checked="" type="checkbox"/> MONTHLY INSTALLMENTS (TOTAL NO. OF PAYMENTS 60) <input type="checkbox"/> OTHER									
B. AMOUNT OF EACH MONTHLY INSTALLMENT \$1,519.33				C. DUE DATE OF FIRST INSTALLMENT (TO BE COMPLETED BY SELLER) 5-15-07			D. TAX EXEMPT PURCHASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		E. INSERT CERTIFICATE NO. HERE (SEE SECTION A.2 ON REVERSE)
If this Agreement is for an installment sale, Buyer shall make each installment payment to: AMADA CAPITAL CORPORATION, Dept. CA22096, Pasadena, California 91185-2096									
F. ITEM DESCRIPTION AND PROPERTY									
A. MACHINE MODEL NO. APS		B. SERIAL NO.		C. <input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMO <input type="checkbox"/> USED		D. MACHINE DESCRIPTION: ONE (1) AMADA SOFTWARE PACKAGE			
E. TOOLING, ATTACHMENTS, OPTIONS AND OTHER ADDITIONS (INCLUDING SPECIFICATIONS)						QTY.		CASH PRICE	
TOTAL TO 4B									
F. DESCRIBE TRADE-IN						H. VALUE OF TRADE-IN			
G. CALCULATE CREDIT FOR TRADE-IN ABOVE AND INSERT IN ITEM 4I.						J. CREDIT FOR TRADE-IN (H-I)			
ITEM PRICE									
A. CASH PURCHASE PRICE FOR F						\$89,81			
B. CASH PURCHASE PRICE FOR TOOLING									
C.									
D. TOTAL CASH PURCHASE PRICE						\$89,81			
E. SALES TAX (RATE +)						%			
F.									
G.									
H. SUBTOTAL (D + E + F + G)						\$89,81			
I. LESS CREDIT FOR TRADE-IN (F)						<			
J. LESS CASH DOWN PAYMENT						<			
K. SUBTOTAL (H - I - J) (CASH PRICE)						\$71,9			
L. TIME PRICE DIFFERENTIAL (M)						\$19,2			
M. TIME BALANCE (K + L)						\$91,1			
NOTE: Section B.4 on the reverse hereof sets forth certain requirements for insurance which must be provided by Buyer. Please review these requirements carefully with your insurance provider.									

Buyer agrees to the terms and conditions set forth herein and on the reverse side of this Agreement. BY ITS EXECUTION BUYER ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS / INCLUDING WITHOUT LIMITATION THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN SECTION A.10, AND JURISDICTION PROVISIONS SET FORTH IN SECTIONS D.4, RESPECTIVELY, AND UNDERSTANDS THAT THE AGREEMENT CREATES A SECURITY INTEREST IN THE PROPERTY.

If Buyer has elected to purchase the Property on an installment payment basis, Buyer acknowledges that Seller has offered both a cash purchase and an installment payment purchase price to Buyer and that Buyer has made its election based on a comparison of these prices. Buyer authorizes Seller to execute this Agreement by Buyer.

This Agreement shall not be binding upon Seller until executed by a duly authorized officer or manager of Seller in Buena Park, California. NO REPRESENTATION OR WARRANTY RELATING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IS BINDING ON OR ENFORCEABLE AGAINST SELLER UNTIL SET FORTH IN THIS AGREEMENT.

BUYER (IDENTIFIED IN ITEM 1.A, ABOVE)	BY <i>[Signature]</i>	TITLE <i>President</i>	DATE <i>7/1</i>
AMALIA AMERICA INC. (SELLER)	BY	TITLE	DATE

A. Terms and Conditions of Sale

1. **Price and Price Adjustments.** The cash purchase price of the Property is FOB point of shipment from within the United States as designated by Seller, and is firm for thirty (30) days after the date of execution of this Agreement by Seller. After such period Seller may, in its discretion, adjust the purchase price of any unshipped Property to reflect cost increases and changes in market conditions. Seller will give Buyer written notice of any such price adjustments. Unless within seven (7) days after receiving such notice Buyer gives Seller written notice of any objections to any such price adjustment, Buyer will be deemed to have waived all such objections.
2. **Taxes.** The cash purchase price of the Property is exclusive of any and all excise, sales, use or other taxes levied by any federal, state, county, municipal or other governmental authorities, all of which are for the account of Buyer. Seller is obligated to tender payment of any such taxes directly to the taxing authority, and Buyer will reimburse Seller therefor. Such reimbursement will be made on demand unless otherwise expressly agreed in writing. If Buyer claims an exemption from such taxes, Buyer must provide evidence of such exemption acceptable to Seller.
3. **Freight Charges.** Freight charges for shipment of the Property to Buyer, including taxes on freight charges, if any, are for the account of Buyer and will be billed freight collect. Freight charges for loading and accessories will be separately invoiced to Buyer and are payable net 30 days from the date of invoice unless otherwise agreed in writing.
4. **Late Charges.** Any payment of Buyer not received by the ninth (9th) day following the date due will be subject to a late charge of five percent (5%) of the amount due as liquidated damages.
5. **Shipping Instructions.** Seller will arrange for shipment and routing of the Property in accordance with the instructions of Buyer (if any) set forth on facing page hereof; provided, however, if such instructions are unclear, incomplete or impractical of implementation, or if no shipping instructions are set forth on the facing page hereof, Seller may, and is hereby authorized by Buyer to arrange for shipment and routing of the Property as Seller deems appropriate. In no event will Seller be liable for any failure of the carrier to follow shipping instructions of either Buyer or Seller. Charges will be billed freight collect.
6. **Shipment.** Seller may ship the Property in partial shipments. Seller will use reasonable commercial efforts to deliver the Property by the requested delivery date, set forth on the facing page hereof, but will have no liability to Buyer for late shipments.
7. **Title, Risk of Loss and Insurance.** Title to and all risk of loss of or damage to the Property will pass from Seller to Buyer at the shipping point. Unless otherwise expressly agreed in writing, the cost of insurance on the Property while in transit will be borne by Buyer.
8. **Rigging.** All costs of unloading the Property from the carrier upon arrival at the shipping destination and moving the Property to the installation site are for the account of Buyer. Seller has no liability for the Buyer and Buyer assumes all risk of damage to or loss of the Property occurring in connection with such unloading and moving.
9. **Installation.** Buyer will, at its expense, take all necessary steps to prepare the installation site for the installation of the Property. The cost of installation is included in the purchase price of the Property. Installation includes set up, start-up and initial adjustment of operating performance. Seller has no responsibility or liability for any failure of any of the Property to meet any applicable codes or standards established by any private organization or any federal, state, county, municipal or other governmental authority; provided, however, that in the event of any such failure to meet such codes or standards, Seller or its delegatee will, at the request of Buyer, make such modifications to any of the Property as may be necessary to bring such Property into compliance with any such codes or standards, unless Seller determines that the cost to Seller of making any such changes, repairs or modifications to exceed ten percent (10%) of the purchase price of the Property or that the time required to affect such compliance (including the completion of any necessary inspections and the obtaining of any necessary permits or approvals) is expected to exceed ninety (90) days, in which case Seller may upon refunding to Buyer payments received in respect of the cancelled portion of this Agreement (less freight charges and applicable offsets), cancel this Agreement in whole or in part without further liability to Buyer; and provided further that if Buyer so requests, Seller may, but shall not be obligated to, proceed with such modifications at the sole expense of Buyer, payment for which shall be made by Buyer in advance of Seller's performance.
10. **Warranty and Limitation of Liability.** EXCEPT AS MAY OTHERWISE BE SET FORTH IN A WRITTEN WARRANTY OF THE PROPERTY EXECUTED BY SELLER, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE, OR FITNESS FOR ANY INCIDENTAL, SPECIAL, GENERAL, DIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), AND IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE STATED PURCHASE PRICE OF THE PROPERTY.
11. **Trade-Ins.** Buyer represents and warrants to Seller that Buyer has good and marketable title to any trade-in, referred to in item 3.1 on the facing page hereof, and that any such trade-in is in good operating condition and will be transferred to Seller free and clear of all charges, liens, claims, interests or encumbrances of any third party. In the event that subsequent to such transfer any third party, including without limitation Amada Capital Corporation ("ACC"), asserts a lien on or other interest in such trade-in, Buyer hereby grants to Seller a license to store any such trade-in on Buyer's premises until such trade-in may be conveniently moved or resold, and Buyer will indemnify and hold Seller harmless from any loss or damage to such trade-in and any claims against Seller arising out of such storage or any unauthorized operation of such trade-in.
12. **Force Majeure.** In the event that Seller or any of its suppliers or delegates is unable to carry out Seller's obligations hereunder due to acts of God or of the public enemy, war, insurrection, riots, strikes, lockouts, labor disputes, fires, floods, earthquakes, natural disasters, unpredictable casualty, freight embargoes, shortages of labor or material, changes in governmental policy, laws or regulations (including but not limited to money exchange or transfer restrictions, impositions of quotas or limitation of shipments), or any other cause or causes beyond the control of Seller or its suppliers or delegates, whether or not specified above, Seller may extend the time of performance of its obligations to such extent as may be necessary to enable Seller and its suppliers and delegates to complete performance with the exercise of reasonable diligence after the cause or causes of delay have been removed. In the event any such delay continues for a period of more than six (6) months, either party may terminate its obligations hereunder by so notifying the other party in writing.
13. **Termination.** Upon the occurrence of an Event of Default (as defined in Section 6.0), Seller will, in addition to the other rights set forth in this Agreement, have the right to immediately terminate this Agreement as to any unshipped Property with or without notice of termination.
14. **Indemnification.** Buyer will defend, indemnify and hold Seller harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with any use of the Property by Buyer or any breach of this Agreement by Buyer.
15. **Condition Precedent to Seller's Obligations.** On all installment sales the written approval of ACC (or such other financing company as may be involved) to the terms of this Agreement is a condition precedent to the performance of Seller's obligations under this Agreement, and any of the Property delivered to Buyer prior to the obtaining of such written approval shall be deemed to be held by Buyer as a bailee for its own benefits under a bailment receivable at will by Seller.
16. **Financing.** Buyer has sole responsibility for obtaining any necessary financing for the purchase of the Property. Any efforts of Seller to arrange any such financing are solely an accommodation to Buyer and do not obligate Seller in any way.

B. Security Interest

1. **Grant of Security Interest.** To secure payment of the purchase price of the Property, Buyer hereby grants to Seller security interest in the Property, and in all accessories, benefits and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted hereby constitutes a purchase money security interest under the California Uniform Commercial Code. In addition, the security interest granted hereby shall secure the full and faithful performance by Buyer and all of Buyer's obligations under this Agreement. Notwithstanding the foregoing, the provisions of this Part B do not apply with respect to COO sales of Property for which payment is actually received by Seller from Buyer prior to or at the time of delivery of the Property to Buyer's facility.
2. **Information Regarding Buyer.** Buyer represents and warrants to Seller that all of the information regarding Buyer set forth on the facing page of this Agreement is true and correct.
3. **Certain Covenants of Buyer.** For so long as any amounts are owed by Buyer to Seller under this Agreement, Buyer (a) shall use the Property in compliance with all applicable laws, regulations and ordinances; (b) shall maintain the Property in good condition and repair, reasonable wear and tear excepted; (c) shall pay when due all taxes, charges and impositions on the Property or the ownership, use, disposition or sale of same; (d) shall keep the Property free of all liens, charges, claims, security interests and encumbrances of any third party; (e) shall permit Seller to inspect the Property, and inspect and make abstracts of all of Buyer's books and records relating thereto, during normal business hours; (f) shall promptly notify Seller of the occurrence of any events which materially and adversely affect the value of the Property as collateral; (g) shall promptly notify Seller in writing of any change of Buyer's legal name or any hindrance or delay to the form in which Buyer conducts its business, and the organizational or financial structure of Buyer; (h) shall promptly furnish to Seller upon request current financial statements of Buyer; and (i) shall not, without prior written consent of Seller, sell, assign, exchange, lease, lend, license the use of, pledge, encumber, grant a security interest in or dispose of the Property or Buyer's rights therein, or use or operate the Property in violation of the terms of the manufacturing or in violation of any applicable policy covering the Property, or remove or obliterate any markings affixed by Seller to the Property or give notice of Seller's security interest therein or any identifying number, serial number or marking on the Property, or permit the Property to become so affixed or marked as to become a fixture.
4. **Insurance.** Buyer shall keep the Property insured against all risk of loss or damage from every cause whatsoever for which insurance is commercially available, in a coverage amount not less than the total cash purchase price of the Property, under policies providing that losses shall be payable to Seller and requiring the insurer to give Seller not less than thirty (30) days prior written notice of the effective date of any termination or cancellation of any such policy. All such policies shall be in form and substance and with companies satisfactory to Seller. Buyer shall deliver such insurance policies to Seller, or shall furnish to Seller such other evidence of insurance as Seller may from time to

time request. The proceeds of such insurance shall be applied, at the option of replacement, restoration or repair of any Property which is lost, stolen, damaged or destroyed, to the obligations of Buyer hereunder. Buyer hereby irrevocably appoints Seller attorney-in-fact, which appointment is coupled with an interest, to make claims for, rebek and execute and endorse all documents, checks, or drafts received in payment of any claim under any such policy of insurance. If Buyer fails to procure or maintain such insurance have the right, but shall not be obligated, to obtain and maintain such insurance, or reimburse Seller for the cost thereof.

5. **Covenants Regarding Location of Property.** Buyer will not remove any of the Property located at which installed or otherwise change the location of any of the Property without the written consent of Seller in which case such SELLER'S SECURITY INTEREST WILL BE LIABLE TO SELLER FOR ANY ALL LOSS OR DAMAGE SUSTAINED BY SELLER AS ANY CHANGE IN LOCATION OF THE PROPERTY WITHOUT THE PRIOR WRITTEN SELLER, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY DAMAGE AN LOSS OF PERFECTION OF SELLER'S OR ACC'S SECURITY INTEREST IN THE PRO

6. **Default.** The occurrence of any of the following shall constitute an Event of Default by Buyer in the payment, when due or payable of the purchase price of the Property or of thereof or interest thereon; (a) any breach of Buyer of any representation, warranty, agreement (other than as to payment) set forth in this Agreement or any other agreement between Seller and Buyer or acting by operation of law or otherwise, which breach is not cured (90) day following notice thereof by Seller to Buyer; (b) the issuance or entry of a judgment in attachment against Buyer, the Property or any other property of Buyer; (c) any notice of bulk sale or intended bulk sale by Buyer; (d) the appointment of a receiver of creditors or liquidating agents, the offering of a composition or extension to creditors, an assignment for the benefit of creditors or the commencement of any proceeding, an organization, reorganization, liquidation under any bankruptcy or other laws relating to debtors, to the extent that any of the foregoing is by, for, or behalf of or with respect to insolvency of Buyer, the suspension, termination, discharge or unenforceability of executed in favor of Seller with respect to any of the obligations secured hereby; or (e) the condition or affairs (financial or otherwise) of Buyer which in the good faith determine impairs Seller's security or increase its risk.

7. **Remedies on Default.** Upon the occurrence of an Event of Default, or at any time if the Event of Default shall be continuing, in addition to any other rights or remedies Seller may have any or all of the following rights and remedies: (a) Seller shall have all of remedies of a secured party under the Uniform Commercial Code as to effect in any which enforcement thereof is sought; (b) Seller may, at its option, accelerate and declare indebtedness secured hereby to be immediately due and payable; (c) Seller shall have immediate and exclusive possession of any and all of the Property, whenever loss interference from Buyer and for this purpose Seller may, with or without judicial process without prior notice, enter peacefully upon the premises where such Property may be remove the Property from such location for disposition or proceed to liquidate or otherwise the Property from such location; (d) Seller may require Buyer, at Buyer's expense, to Property and make it available to Seller at any mutually convenient location reasonably Seller; (e) Seller may, in its sole discretion, any time and from time to time, but only a given amount of time for (f) to the latest extent permitted by law, Buyer waives the right hereby agreed to be reasonable notice, lease any of the Property on such terms and as Seller may consider appropriate, or sell, resell, transfer, assign, dispose of and deliver the Property, in one or more parcels, at the same or different times, and at all times, at public or private sale, for cash, upon credit or for future delivery, and at such as Seller may determine; (h) in connection with any disposition for and purchase any Property, and by such purchase acquire all right, title and interest therein; (i) Seller may act on behalf of Buyer, make and deliver to any purchaser of any of the Property sufficient bill of sale or other evidence of transfer of all right, title and interest in and to such purchase; and (h) Seller may in its own name or in the name of and on behalf and all actions required to cure any such Event of Default, and all sums expended by Seller such cure shall be secured hereby.

8. **Application of Proceeds.** The net proceeds realized upon any liquidation or disposition of the Property, after deduction for the expenses of retelling, holding, preparing for sale or otherwise, and for the costs of legal and legal expenses and costs, shall be paid to Seller in full or in part, as Seller in enforcing or exercising any of its rights or remedies under this Agreement, shall satisfaction of the obligations of Buyer secured under this Agreement in such order as is appropriate by Seller. Any surplus of such proceeds shall be paid to the person or persons entitled to the same. If the Buyer shall be liable to Seller for and shall immediately pay amount of any deficiency.

9. **Buyer's Waiver.** Except as to the notice of intention to dispose of Property provided Seller may exercise any of its rights and remedies without demand, advertisement or notice of any kind, and the latest extent permitted by law, Buyer waives de protest, notice of acceptance of this Agreement or other action taken in reliance hereon demands and notices of any description.

10. **Financing Statements.** Fixture filings and further assurances. Buyer hereby shall execute and file financing statements and security agreements and fixture filings at any time to any of the Property, in each case without Buyer's signature to the extent permitted by Seller's request. Buyer shall execute one or more financing statements, fixture filings statements or other filings pursuant to the Uniform Commercial Code in form satisfactory to Seller and all steps required by Seller to maintain perfection of the security interest granted hereunder, or to fully assure to Seller its rights under this Agreement.

C. Assignment

1. **Assignment to Amada Capital Corporation.** Unless otherwise agreed by the parties, Seller may at any time assign this Agreement and all rights hereunder, in whole or in part, to ACC, and Buyer hereby agrees to assign ACC any claims, defenses or offsets it may have against Seller, and Buyer hereby expressly agrees not to assert any such claim or offsets against ACC.

2. **Assignment by Buyer.** Buyer may not assign, delegate or transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of Seller.

D. Miscellaneous

1. **Order of application of Buyer payments** is at the discretion of Seller. Seller may apply and all of a Buyer's payment to any outstanding balances owing by Seller and limited to Buyer late charges.

2. **Notices.** All notices, demands or consents required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon delivery if delivered personally, or after mailing if sent by first class United States mail, postage prepaid, addressed to the address set forth herein or to such other address as shall be given by either party to the other.

3. **Waiver, Amendment or Modification.** No waiver, amendment or modification of hereof or of any right or remedy hereunder shall be effective unless in writing and sign to be bound. No failure by Seller to exercise, and no delay by Seller in exercising, any remedy granted hereunder shall operate as a waiver of any such right, power or remedy any right or remedy by Seller on any one occasion shall not be construed as a bar to a right or remedy on any future occasion. All rights and remedies of Seller are separate and the exercise of any right or remedy shall not limit or prejudice the exercise of any remedy.

4. **County Jurisdiction.** Any controversy, claim, action or dispute arising out of or from this Agreement shall be subject to the jurisdiction of the State of California and the parties hereto irrevocably and exclusively submit to the jurisdiction of the courts of the State of California.

5. **Attorneys' Fees.** In the event any arbitration or judicial action or proceeding is initiated by either party in connection with this Agreement or in the event either party seeks relief from the 11 U.S.C. Section 362 (or any successor statute hereof), then the party in whose favor award shall be given or any relief shall be granted or judgment shall be entered shall recover from the other party all costs and expenses (including attorneys' fees) incurred in proceeding and any appeal therefrom.

6. **Severability.** In the event any provision or portion of any provision of this Agreement by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

7. **Entire Agreement.** Notwithstanding any purchase order submitted by Buyer or on the facing page hereof or attached hereto, this Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter hereof. Any and all agreements or understandings heretofore existing between the parties pertaining to the hereof are expressly superseded and canceled by this Agreement.

8. **Time Is of the Essence.** Except as to the provisions of this Agreement relating to and shipping delays, time is of the essence with respect to each of the terms, conditions and covenants of this Agreement.

9. **Binding Effect.** Subject to Part C of this Agreement, this Agreement shall be binding and enforceable upon the parties and their legal representatives, successors and assigns.

10. **Headings.** Headings contained in this Agreement are for purposes of convenience only and shall not be part of this Agreement.

AMADA AMERICA, INC.

7025 Firestone Blvd., Buena Park, CA 90621

AGREEMENT NUMBER 145

FILE NUMBER 12901-CE

EQUIPMENT PURCHASE AND SECURITY AGREEMENT

Buyer (described in Item 1.A. below) agrees to purchase from AMADA AMERICA, INC. ("Seller") and Seller agrees to sell to Buyer for business only the equipment and other personal property described in Item 3, below ("Property"), on the terms and conditions set forth in this Agreement without limitation the terms and conditions set forth on the reverse hereof.

TYPE OR PRINT ONLY

A. DESCRIPTION OF BUYER:									
BUYER'S FULL NAME PRECISION AMERICAN METALS, LLC					BUYER'S TRADE NAME OR STYLE				
<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> LIMITED LIABILITY CO. <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> OTHER					ORGANIZED UNDER THE LAWS OF THE STATE OF: IL		AMADA CUSTOMER NUMBER: 2989		
STREET ADDRESS OF BUYER'S CHIEF EXECUTIVE OFFICE 1050 KINGSLAND DR.			P.O. BOX	CITY BATAVIA	COUNTY	STATE IL	ZIP CODE 60510	TELEPHONE (630) 406-7	
B. INSTALLATION SITE:									
COMPANY NAME SAME AS "A"					BRANCH / DIVISION				
STREET ADDRESS					CITY	COUNTY	STATE	ZIP CODE	TELEPHONE ()
REQUEST DELIVERY DATE		SHIPPING INSTRUCTIONS FOB SHIPPING POINT		AMADA CUSTOMER NUMBER		CONTACT JOHN MAZUREK			
C. BILLING INFORMATION:									
BILLING ADDRESS 11005 PINNICH DR.			P.O. BOX	CITY ALPHARETTA	COUNTY	STATE GA	ZIP CODE 30022	TELEPHONE (678) 642-5	
BILLING INSTRUCTIONS				AMADA CUSTOMER NUMBER 29897-1		CONTACT DICK CLARK			
D. FOR SELLER'S REFERENCE ONLY:									
REGION NO. 72	DIVISION NO. 006	SALESMAN NO. 922	SALESMAN NAME JOHN WOODRUFF			CUSTOMER P.O. NO. PAM6300601		P.O. NO. 006	
E. PAYMENT TERMS:									
<input type="checkbox"/> NET 30 DAYS <input type="checkbox"/> C.O.D. <input checked="" type="checkbox"/> MONTHLY INSTALLMENTS (TOTAL NO. OF PAYMENTS 60) <input type="checkbox"/> OTHER									
B. AMOUNT OF EACH MONTHLY INSTALLMENT \$1,132.57			C. DUE DATE OF FIRST INSTALLMENT (TO BE COMPLETED BY SELLER) 5-15-07		D. TAX EXEMPT PURCHASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		E. INSERT CERTIFICATE NO. HERE (SEE SECTION A.2 ON REVERSE)		
If this Agreement is for an installment sale, Buyer shall make each installment payment to: AMADA CAPITAL CORPORATION, Dept. LA22096, Pasadena, California 91185-2096									
F. TRADE-IN INFORMATION:									
A. MACHINE MODEL NO. FABRIVISION		B. SERIAL NO.		C. <input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMO <input type="checkbox"/> USED		D. MACHINE DESCRIPTION: ONE (1) AMADA INSPECTION MACHINE			
E. TOOLING, ATTACHMENTS, OPTIONS AND OTHER ADDITIONS (INCLUDING SPECIFICATIONS)						QTY.		CASH PRICE	
FREIGHT								\$1,800.00	
BPSA SUPERSEDES PURCHASE ORDER									
F. DESCRIBE TRADE-IN						H. VALUE OF TRADE-IN			
G. CALCULATE CREDIT FOR TRADE-IN ABOVE AND INSERT IN ITEM 4I.						J. CREDIT FOR TRADE-IN (H-I)			
BUYER'S INSURANCE COMPANY FRANKENMUTH MOTOR INS.						POLICY NO. 8771974874			
BUYER'S INSURANCE AGENCY WEISS INS.						NAME OF AGENT Jim Parilli			
INSURANCE AGENCY'S ADDRESS 31 W 680 ARMY TRAIL						P.O. BOX			
CITY WAYNE		STATE IL		ZIP CODE 60184		TELEPHONE (630) 584-1717			
NOTE: Section B.4 on the reverse hereof sets forth certain requirements for insurance which must be provided by Buyer. Please review these requirements carefully with your insurance provider.									
ITEM 3: EQUIPMENT PURCHASE PRICE									
A. CASH PURCHASE PRICE FOR EQUIPMENT \$64,700									
B. CASH PURCHASE PRICE FOR TOOLING \$1,800									
C. \$1,800									
D. TOTAL CASH PURCHASE PRICE \$66,500									
E. SALES TAX (RATE +) %									
F.									
G.									
H. SUBTOTAL (D + E + F + G) \$66,500									
I. LESS CREDIT FOR TRADE-IN (H-I) <									
J. LESS CASH DOWN PAYMENT <									
K. SUBTOTAL (H - I - J) (CASH BALANCE) \$53,600									
L. TIME PRICE DIFFERENTIAL (K-L) \$14,300									
M. TIME BALANCE (K + L) \$67,900									

Buyer agrees to the terms and conditions set forth herein and on the reverse side of this Agreement. BY ITS EXECUTION BELOW, BUYER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN SECTION A.10, AND JURISDICTION PROVISIONS SET FORTH IN SECTIONS D.4, RESPECTIVELY, AND UNDERSTANDS THAT THE AGREEMENT CREATES IN SELLER A SECURITY INTEREST IN THE PROPERTY.

If Buyer has elected to purchase the Property on an installment payment basis, Buyer acknowledges that Seller has offered both a cash purchase and installment purchase price to Buyer and that Buyer has made its election based on a comparison of these prices. Buyer authorizes Seller to execute this Agreement by Buyer.

This Agreement shall not be binding upon Seller until executed by a duly authorized officer or manager of Seller in Buena Park, California. NO REPRESENTATION OR WARRANTY RELATING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IS BINDING ON OR ENFORCEABLE AGAINST SELLER.

BUYER (IDENTIFIED IN ITEM 1.A. ABOVE) BY John Mazurek TITLE Buyer DATE 3/28/08

AMADA AMERICA, INC. RECEIVED BY Jim Parilli TITLE Agent DATE 3/28/08

A. Terms and Conditions of Sale

1. **Price and Price Adjustments.** The cash purchase price of the Property is FOB point of shipment from within the United States as designated by Seller, and is firm for thirty (30) days after the date of execution of this Agreement by Seller. After such period Seller may, in its discretion, adjust the purchase price of any unshipped Property to reflect cost increases and changes in market conditions. Seller will give Buyer written notice of any such price adjustment. Unless within seven (7) days after receiving such notice Buyer gives Seller written notice of any objections to any such price adjustment, Buyer will be deemed to have waived all such objections.

2. **Taxes.** The cash purchase price of the Property is exclusive of any and all excise, sales, use or other taxes levied by any federal, state, county, municipal or other governmental authorities, all of which are for the account of Buyer. Seller is authorized to use payment of such taxes, directly to the taxing authority, and Buyer will reimburse Seller therefor. Such reimbursement will be made on demand unless otherwise expressly agreed in writing. If Buyer claims an exemption from such taxes, Buyer must provide evidence of such exemption acceptable to Seller.

3. **Freight Charges.** Freight charges for shipment of the Property to Buyer, including taxes on freight charges, if any, are for the account of Buyer and will be billed freight collect. Freight charges for tooling and accessories will be separately invoiced to Buyer and are payable net 30 days from the date of invoice unless otherwise agreed in writing.

4. **Late Charges.** Any payment of Buyer not received by the ninth (9th) day following the date due will be subject to a late charge of five percent (5%) of the amount due as liquidated damages.

5. **Shipping Instructions.** Seller will arrange for shipment and routing of the Property in accordance with the instructions of Buyer, if any, set forth on facing page hereof; provided however, if such instructions are unclear, incomplete or impractical or if no shipping instructions are set forth on the facing page hereof, Seller may, and is hereby authorized by Buyer to arrange for shipment and routing of the Property as Seller deems appropriate. In no event will Seller be liable for any failure of the carrier to follow shipping instructions of either Buyer or Seller. Charges will be billed freight collect.

6. **Shipment.** Seller may ship the Property in partial shipments. Seller will use reasonable commercial efforts to deliver the Property by the requested delivery date, set forth on the facing page hereof, but will have no liability to Buyer for late shipments.

7. **Title, Risk of Loss and Insurance.** Title to and all risk of loss of or damage to the Property will pass from Seller to Buyer at the shipping point. Unless otherwise expressly agreed in writing, the cost of insurance on the Property while in transit will be borne by Buyer.

8. **Unloading.** All costs of unloading the Property from the carrier upon arrival at the shipping destination and moving the Property to the installation site are for the account of Buyer. Seller has no liability for the Buyer and Buyer assumes all risk of damage to or loss of the Property occurring in connection with such unloading and moving.

9. **Installation.** Buyer will, at its expense, take all necessary steps to prepare the installation site for the installation of the Property. The cost of installation is included in the purchase price of the Property. Installation includes set up, start up and initial adjustment of operating performance. Seller has no responsibility or liability for any failure of any of the Property to meet any applicable codes or standards established by any public or private organization or by any federal, state, county, municipal or other governmental authority; provided, however, that in the event of any such failure to meet such codes or standards, Seller or its delegate will, at the request of Buyer, make such modifications to any of the Property as may be necessary to bring such Property into compliance with any such codes or standards, unless Seller determines that the cost to Seller of making any such modifications is expected to exceed ten percent (10%) of the purchase price of the Property or that the time required to effect such compliance (including the completion of any necessary inspections and the obtaining of any necessary permits or approvals) is expected to exceed ninety (90) days, in which case Seller may upon returning to Buyer payments received in respect of the canceled portion of this Agreement (less freight charges and applicable costs), cancel this Agreement in whole or in part without further liability to Buyer; and provided further that if Buyer so requests, Seller may, but shall not be obligated to, proceed with such modifications at the sole expense of Buyer, payment for which shall be made by Buyer in advance of Seller's performance.

10. **Warranty and Limitation of Liability.** EXCEPT AS MAY OTHERWISE BE SET FORTH IN A WRITTEN WARRANTY OF THE PROPERTY EXECUTED BY SELLER, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, GENERAL, DIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), AND IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE STATED PURCHASE PRICE OF THE PROPERTY.

11. **Trade-In.** Buyer represents and warrants to Seller that Buyer has good and marketable title to any trade-in, referred to in item 3.F on the facing page hereof, and that any such trade-in is in good operating condition and will be transferred to Seller free and clear of all claims, liens, charges, security interests or encumbrances of any third party. In the event that subsequent to such transfer any third party, including without limitation American Capital Corporation ("ACC"), asserts a claim on or other interest in such trade-in, Buyer hereby grants to Seller a license to store any such trade-in on Buyer's premises until such trade-in may be conveniently moved or resold, and Buyer will indemnify and hold Seller harmless from any loss or damage to such trade-in and any claims against Seller arising out of such storage or any unauthorized operation of such trade-in.

12. **Force Majeure.** In the event that Seller or any of its suppliers or delegates is unable to carry out Seller's obligations hereunder due to acts of God or of the public enemy, war, insurrection, riots, strikes, lockouts, labor disputes, fires, floods, earthquakes, natural disasters, unavoidable casualty, freight embargoes, shortages of labor or material, changes in governmental policy, laws or regulations (including but not limited to money exchange or transfer restrictions, impositions of quotas or limitation of shipments), or any other cause or causes beyond the control of Seller or its suppliers or delegates, whether or not specified above, Seller may extend the time of performance of its obligations to such extent as may be necessary to enable Seller and its suppliers and delegates to complete performance with the exercise of reasonable diligence after the cause or causes of delay have been removed. In the event any such delay continues for a period of more than six (6) months, either party may terminate its obligations hereunder by so notifying the other party in writing.

13. **Termination.** Upon the occurrence of an Event of Default (as defined in Section B.B), Seller will, in addition to the other rights set forth in this Agreement, have the right to immediately terminate this Agreement as to any unshipped Property with or without notice of termination.

14. **Indemnification.** Buyer will defend, indemnify and hold Seller harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with any use of the Property by Buyer or any breach of this Agreement by Buyer.

15. **Condition Precedent to Seller's Obligations.** On all installment sales the written approval of ACC (or such other financing company as may be involved) to the terms of this Agreement is a condition precedent to the performance of Seller's obligations under this Agreement, and any of the Property delivered to Buyer prior to the obtaining of such written approval will be deemed to be held by Buyer as a bailee for its own benefits under a bailment revocable at will by Seller.

16. **Financing.** Buyer has sole responsibility for obtaining any necessary financing for the purchase of the Property. Any efforts of Seller to arrange any such financing are solely an accommodation to Buyer and do not obligate Seller in any way.

B. Security Interest

1. **Grant of Security Interest.** To secure payment of the purchase price of the Property, Buyer hereby grants to Seller security interest in the Property, and in all accretions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted hereby constitutes a purchase money security interest under the California Uniform Commercial Codes. In addition, the security interest granted hereby shall secure the full and faithful performance by Buyer and all of Buyer's obligations under this Agreement. Notwithstanding the foregoing, the provisions of this Part B do not apply with respect to COD sales of Property for which payment is actually received by Seller from Buyer prior to or at the time of delivery of the Property to Buyer's facility.

2. **Information Regarding Buyer.** Buyer represents and warrants to Seller that all of the information regarding Buyer set forth on the facing page of this Agreement is true and correct.

3. **Certain Covenants of Buyer.** For so long as any amounts are owed by Buyer to Seller under this Agreement, Buyer (a) shall use the Property in compliance with all applicable laws, regulations and ordinances; (b) shall maintain the Property in good condition and repair, reasonable wear and tear excepted; (c) shall pay when due all taxes, charges and impositions on the Property or the ownership, use, disposition or sale of same; (d) shall keep the Property free of all liens, charges, claims, security interests and encumbrances of any third party; (e) shall permit Seller to inspect the Property, and abstracts and notes extracts of all of Buyer's books and records relating thereto, during normal business hours; (f) shall promptly notify Seller of the occurrence of any events which materially and adversely affect the value of the Property as collateral; (g) shall promptly notify Seller in writing of any change of Buyer's legal name or any trade name or style, the form in which Buyer conducts its business, and the financial statements of Buyer; and (h) shall not, without prior written consent of Seller, sell, assign, exchange, lease, lend, license the use of, pledge, encumber, grant a security interest in or dispose of the Property of Buyer's rights therein, or in part or operate the Property or any part thereof, or in the manufacture or in violation of any insurance policy covering the Property, or remove or obliterate any markings affixed by Seller to the Property or give notice of Seller's security interest therein or any identifying insignia, serial number, or marking on the Property, or permit the Property to become so altered as to render it to become a fixture.

4. **Insurance.** Buyer shall keep the Property insured against all risk of loss or damage from every cause whatsoever for which insurance is commercially available, in a coverage amount not less than the total cash purchase price of the Property under policies providing that losses shall be payable to Seller and requiring the insurer to give Seller not less than thirty (30) days prior written notice of the effect of any alterations or cancellations of any such policy. All such insurance policies shall otherwise be in form and substance and with companies satisfactory to Seller. Buyer shall maintain such policies to Seller, or shall furnish to Seller such other evidence of insurance as Seller may from time to

time request. The proceeds of such insurance shall be applied, at the option of replacement, restoration or repair of any Property which is lost, stolen, damaged or destroyed, to the obligations of Buyer hereunder. Buyer hereby irrevocably appoints S attorney-in-fact, which appointment is coupled with an interest, to make claims for, receive and execute and endorse all documents, checks, or drafts received in payment of any such policy or policies of insurance. If Buyer fails to procure or maintain such insurance have the right, but shall not be obligated, to obtain and maintain such insurance, and reimburse Seller for the cost thereof.

5. **Covenants Regarding Location of Property.** Buyer will not remove any of the Property from the location at which installed or otherwise change the location of any of the Property without the written consent of Seller in each instance. EACH SIGNATORY HERETO WILL BE LIABLE TO SELLER FOR ANY ALL LOSS OR DAMAGE SUSTAINED BY SELLER AS ANY CHANGE IN LOCATION OF THE PROPERTY WITHOUT THE PRIOR WRITTEN SELLER, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY DAMAGE A LOSS OF PERFECTION OF SELLER'S IN ACCORDANTY INTEREST IN THE PRO

6. **Default.** The occurrence of any of the following shall constitute an Event of Default by Buyer in this Agreement, when due or payable of the purchase price of the Property or thereof or interest thereon; (a) any breach of Buyer of any representation, warranty agreement (other than as to payment) set forth in this Agreement or any other agreement between Buyer and Seller or arising by operation of law or otherwise, which breach is not cured (90th day following notice thereof by Seller to Buyer; (b) the issuance or entry of a judgment or order of a court of competent jurisdiction against Buyer or any other property of Buyer; (c) any notice of bulk sale or intended bulk sale by Buyer; (d) the appointment of a receiver or liquidator or liquidating agents, the offering of a composition or extension to creditors, or assignment for the benefit of creditors or the commencement of any proceeding, reorganization, dissolution or liquidation under any bankruptcy or other laws relating to the insolvency of Buyer, or the filing of a petition for such relief, or the filing of a petition for insolvency of Buyer, the suspension, termination, discharge or unenforceability of a judgment or order of a court of competent jurisdiction against Buyer, or the condition or affairs (financial or otherwise) of Buyer which in the good faith determination of Seller's security or increase its risk.

7. **Remedies on Default.** Upon the occurrence of an Event of Default, or at any time if an Event of Default shall be continuing, in addition to any other rights or remedies Seller shall have any or all of the following rights and remedies: (a) Seller shall have all or remedies of a secured party under the Uniform Commercial Code as in effect in the jurisdiction in which enforcement is sought; (b) Seller may, at its option, accelerate and declare all amounts due and payable; (c) Seller shall have immediate and exclusive possession of any and all of the Property, wherever it is located, and Seller may, with or without judicial process, remove the Property from such location for disposition or proceed to liquidate or otherwise dispose of the Property from such location; (d) Seller may require Buyer, at Buyer's expense, to provide and make it available to Seller at any mutually convenient location, return the Property; (e) Seller may, in its sole discretion, any time and from time to time, but only given Buyer at least ten (10) days prior written notice of its intention to dispose of the Property, agree to be reasonable notice, lease any of the Property on such terms and conditions as may be mutually agreeable, or sell, lease, transfer, assign, dispose of and deliver the Property, in one or more parcels, at the same or different times, and at all times, at public or private sale, for cash, upon credit or for future delivery, and at such a price as Seller may determine; (f) in connection with any disposition for and purchase a Property, and by such purchase acquire all right, title and interest therein; (g) Seller may, for and on behalf of Buyer, make and deliver to any purchaser of any of the Property sufficient bill of sale or other evidence of transfer of all right, title and interest in and to such purchase; and (h) Seller may in its own name or in the name of and on behalf of Buyer, and all actions required to cure any such Event of Default, and all sums expended by Seller to cure such Event shall be secured hereby.

8. **Application of Proceeds.** The net proceeds realized upon any liquidation of the Property, after deduction for the expense of retaining, holding, preparing for sale or leasing and the like, and the reasonable attorney's fees and legal expenses and costs of Seller in enforcing or exercising any of its rights or remedies under this Agreement, shall be applied to the satisfaction of Buyer secured under this Agreement in such order as is appropriate by Seller. Any surplus of such proceeds shall be paid to the person or persons entitled thereto, and the Buyer shall be liable to Seller for and shall immediately pay amount of any deficiency.

9. **Buyer's Waiver.** Except as to the notice of intention to dispose of Property upon Seller may exercise any of its rights and remedies without demand, advertisement or notice as may be required by law. To the fullest extent permitted by law, Buyer waives all protest, notice of acceptance of this Agreement or other action taken in reliance hereon demands and notices of any description.

10. **Financing Statements.** Future filings and further assurances. Buyer hereby authorizes and agrees to file financing statements and future filings at any time and from time to time, in such case without Buyer's signature to the extent permitted by law, and to execute one or more financing statements, future filings statements or other filings pursuant to the Uniform Commercial Code in form satisfactory to Seller, and all steps required by Seller to maintain perfection of the security interest granted hereunder, or to fully assure to Seller its rights under this Agreement.

C. Assignment

1. **Assignment to Amade Capital Corporation.** Unless otherwise agreed by the parties, Seller may at any time assign this Agreement and its rights hereunder, in whole or in part, to Amade Capital Corporation ("ACC"), and any such assignment, transfers or offsets will be binding on Seller, and Buyer hereby expressly agrees not to assert any such claim offsets against ACC.

2. **Assignment by Buyer.** Buyer may not assign, delegate or transfer any of its rights under this Agreement to any third party without the prior written consent of Seller.

D. Miscellaneous

1. **Order of Application of Buyer Payments.** At the discretion of Seller, Seller may apply any and all of a Buyer's payment to any outstanding balances owing by Seller limited to Buyer late charges.

2. **Notices.** All notices, demands or consents required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon delivery if delivered personally or by registered mail, first class United States mail, postage prepaid, addressed to the address set forth herein or to such other address as shall be given by either party to the other.

3. **Waiver, Amendment or Modification.** No waiver, amendment or modification of this Agreement or of any right or remedy hereunder shall be effective unless in writing and signed by Seller. No failure by Seller to exercise, and no delay by Seller in exercising, any remedy granted hereunder shall operate as a waiver of any such right, power or remedy or right or remedy by Seller on any one occasion shall not be considered as a bar to the exercise of any right or remedy on any other occasion. All rights and remedies of Seller are separate and the exercise of any right or remedy shall not limit or prejudice the exercise of any other right or remedy.

4. **Court Jurisdiction.** Any controversy, claim, action or dispute arising out of or under this Agreement will be subject to the laws of the State of California and the parties hereto agree that any such controversy, claim, action or dispute shall be heard and determined by the courts of the State of California.

5. **Attorneys' Fees.** In the event any arbitration or judicial action or proceeding is initiated by any party relating to this Agreement or in the event either party seeks relief from the provisions of this Agreement, then the party in whose favor the decision is rendered shall be entitled to recover from the other party all costs and expenses (including attorneys' fees) incurred in such proceeding and any appeal therefrom.

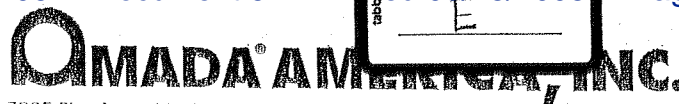
6. **Severability.** In the event any provision or portion of any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in full force and effect.

7. **Entire Agreement.** Notwithstanding any purchase order submitted by Buyer with respect to the Property or attached hereto, this Agreement shall constitute the entire agreement between Buyer and Seller pertaining to the subject matter hereof. Any oral agreements or understandings heretofore existing between the parties pertaining to this Agreement are expressly superseded and canceled by this Agreement.

8. **Time is of the Essence.** Except as to the provisions of this Agreement relating to shipping delays, time is of the essence with respect to each of the terms, conditions and covenants of this Agreement.

9. **Binding Effect.** Subject to Part C of this Agreement, this Agreement shall be binding on the parties and their legal representatives, successors and assigns.

10. **Headings.** Headings contained in this Agreement are for purposes of convenience and do not constitute part of this Agreement.



7025 Firestone Blvd., Buena Park, CA 90621

AGREEMENT NUMBER 147

FILE NUMBER 12901-C

EQUIPMENT PURCHASE AND SECURITY AGREEMENT

Buyer (described in Item 1.A. below) agrees to purchase from AMADA AMERICA, INC. ("Seller") and Seller agrees to sell to Buyer for business only the equipment and other personal property described in Item 3, below ("Property"), on the terms and conditions set forth in this Agreement without limitation the terms and conditions set forth on the reverse hereof.

TYPE OR PRINT ONLY

A. DESCRIPTION OF BUYER									
BUYER'S FULL NAME PROVISION AMERICAN METALS, LLC					BUYER'S TRADE NAME OR STYLE				
<input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> LIMITED LIABILITY CO. <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> OTHER					ORGANIZED UNDER THE LAWS OF THE STATE OF: IL		AMADA CUSTOMER NUMBER: 2989		
STREET ADDRESS OF BUYER'S CHIEF EXECUTIVE OFFICE 1050 KINGSLAND DR.				P.O. BOX	CITY BATAVIA	COUNTY	STATE IL	ZIP CODE 60510	TELEPHONE (630) 406-7
B. INSTALLATION SITE									
COMPANY NAME SAME AS "A"					BRANCH / DIVISION				
STREET ADDRESS					CITY	COUNTY	STATE	ZIP CODE	TELEPHONE ()
REQUEST DELIVERY DATE		SHIPPING INSTRUCTIONS FOB SHIPPING POINT		AMADA CUSTOMER NUMBER		CONTACT JOHN MAZUREK			
C. BILLING INFORMATION									
BILLING ADDRESS 11005 PINEHILL DR.				P.O. BOX	CITY ALPHARETTA	COUNTY	STATE GA	ZIP CODE 30022	TELEPHONE (678) 642-7
BILLING INSTRUCTIONS				AMADA CUSTOMER NUMBER 29897-1		CONTACT DICK CLARK			
D. FOR SELLER'S REFERENCE ONLY									
REGION NO. 72	DIVISION NO. 005	SALESMAN NO. 922	SALESMAN NAME JOHN WOODRUFF			CUSTOMER P.O. NO. PAM6300601		P.O. NO. 06/	
E. PAYMENT TERMS									
<input type="checkbox"/> NET 30 DAYS <input type="checkbox"/> C.O.D. <input checked="" type="checkbox"/> MONTHLY INSTALLMENTS (TOTAL NO. OF PAYMENTS 60) <input type="checkbox"/> OTHER									
B. AMOUNT OF EACH MONTHLY INSTALLMENT \$2,045.38			C. DUE DATE OF FIRST INSTALLMENT (TO BE COMPLETED BY SELLER) 5-15-07			D. TAX EXEMPT PURCHASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		E. INSERT CERTIFICATE NO. HERE (SEE SECTION A.2 ON REVERSE)	
If this Agreement is for an installment sale, Buyer shall make each installment payment to: AMADA CAPITAL CORPORATION, Dept. LA22096, Pasadena, California 91105-2096									
F. MACHINE DESCRIPTION AND CREDIT									
A. MACHINE MODEL NO. MP1225NJ		B. SERIAL NO.		C. <input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMO <input type="checkbox"/> USED		D. MACHINE DESCRIPTION: ONE (1) AMADA MANIPULATOR SYSTEM			
E. TOOLING, ATTACHMENTS, OPTIONS AND OTHER ADDITIONS (INCLUDING SPECIFICATIONS)						QTY.		CASH PRICE	
TOTAL TO 4B									
F. DESCRIBE TRADE-IN						H. VALUE OF TRADE-IN			
						I. LESS LIENS <input type="checkbox"/> ALC		< >	
G. CALCULATE CREDIT FOR TRADE-IN ABOVE AND INSERT IN ITEM 4I.						J. CREDIT FOR TRADE-IN (H-I)			
BUYER'S INSURANCE INFORMATION									
BUYER'S INSURANCE COMPANY FRANKENMUTH MUTUAL				POLICY NO. PRM974874					
BUYER'S INSURANCE AGENCY WEISS INS.				NAME OF AGENT JIM ARNOLD					
INSURANCE AGENCY'S ADDRESS 31 W. 680 ARNOLD TRAIL				P.O. BOX					
CITY WAYNE		STATE IL		ZIP CODE 60184		TELEPHONE 630 584-1717			
NOTE: Section B.4 on the reverse hereof sets forth certain requirements for insurance which must be provided by Buyer. Please review these requirements carefully with your insurance provider.									

Buyer agrees to the terms and conditions set forth herein and on the reverse side of this Agreement. BY ITS EXECUTION BELOW, BUYER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN SECTION A.10, AND JURISDICTION PROVISIONS SET FORTH IN SECTIONS D.4, RESPECTIVELY, AND UNDERSTANDS THAT THE AGREEMENT CREATES IN SELLER A SECURITY INTEREST IN THE PROPERTY.

If Buyer has elected to purchase the Property on an installment payment basis, Buyer acknowledges that Seller has offered both a cash purchase and an installment purchase price to Buyer and that Buyer has made its election based on a comparison of these prices. Buyer authorizes Seller to blank, including without limitation the date of first payment in item 2.C, and correct any typographical or other error on the facing page of this Agreement by Buyer.

This Agreement shall not be binding upon Seller until executed by a duly authorized officer or manager of Seller in Buena Park, California. NO REPRESENTATION OR WARRANTY RELATING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IS BINDING ON OR ENFORCEABLE AGAINST SELLER UNTIL THIS AGREEMENT IS EXECUTED BY SELLER.

BUYER (IDENTIFIED IN ITEM 1.A. ABOVE) BY [Signature] TITLE President DATE 7/1

A. Terms and Conditions of Sale

1. **Price and Price Adjustments.** The cash purchase price of the Property is FOB point of shipment from within the United States as designated by Seller, and is firm for thirty (30) days after the date of execution of this Agreement by Seller. After such period Seller may, in its discretion, adjust the purchase price of any unshipped Property to reflect cost increases and changes in market conditions. Seller will give Buyer written notice of any such price adjustments. Unless within seven (7) days after receiving such notice Buyer gives Seller written notice of any objections to any such price adjustment, Buyer will be deemed to have waived all such objections.

2. **Taxes.** The cash purchase price of the Property is exclusive of any and all excise, sales, use or other taxes levied by any federal, state, county, municipal or other governmental authorities, all of which are for the account of Buyer. Seller is authorized to make payment of any such taxes directly to the taxing authority, and Buyer will reimburse Seller therefor. Such reimbursement will be made on demand unless otherwise expressly agreed in writing. If Buyer claims an exemption from such taxes, Buyer must provide evidence of such exemption acceptable to Seller.

3. **Freight Charges.** Freight charges for shipment of the Property to Buyer, including taxes on freight charges, if any, are for the account of Buyer and will be billed freight collect. Freight charges for tooling and accessories will be separately invoiced to Buyer and are payable net 30 days from the date of invoice unless otherwise agreed in writing.

4. **Late Charges.** Any payment of Buyer not received by the ninth (9th) day following the date due will be subject to a late charge of five percent (5%) of the amount due as liquidated damages.

5. **Shipping Instructions.** Seller will arrange for shipment and routing of the Property in accordance with the instructions of Buyer if any set forth on facing page hereof; provided however, if such instructions are unclear, incomplete, unimplementable, or in violation of any federal, state, county, municipal or other governmental authority, Seller may, and is hereby authorized by Buyer to arrange for shipment and routing of the Property as Seller deems appropriate. In no event will Seller be liable for any failure of the carrier to follow shipping instructions of either Buyer or Seller. Charges will be billed freight collect.

6. **Shipment.** Seller may ship the Property in partial shipments. Seller will use reasonable commercial efforts to deliver the Property by the requested delivery date, set forth on the facing page hereof, but will have no liability to Buyer for late shipments.

7. **Title, Risk of Loss and Insurance.** Title to and all risk of loss of or damage to the Property will pass from Seller to Buyer at the shipping point. Unless otherwise expressly agreed in writing, the cost of insurance on the Property while in transit will be borne by Buyer.

8. **Unloading.** All costs of unloading the Property from the carrier upon arrival at the shipping destination and moving the Property to the installation site are for the account of Buyer. Seller has no liability to the Buyer and Buyer assumes all risk of damage to or loss of the Property occurring in connection with such unloading and moving.

9. **Installation.** Buyer will, at its expense, take all necessary steps to prepare the installation site for the installation of the Property. The cost of installation is included in the purchase price of the Property. Installation includes set up, start up and initial adjustment of operating performance. Seller has no responsibility or liability for any failure of any of the Property to meet any applicable codes or standards established by any private organization or any federal, state, county, municipal or other governmental authority; provided, however, that in the event of any such failure to meet such codes or standards, Seller or its delegate will, at the request of Buyer, make such modifications to any of the Property as may be necessary to bring such Property into compliance with any such codes or standards, unless Seller determines that the cost to Seller of making any such modifications is expected to exceed ten percent (10%) of the purchase price of the Property or that the time required to effect such compliance (including the completion of any necessary inspections and the obtaining of any necessary permits or approvals) is expected to exceed ninety (90) days, in which case Seller may upon receiving to Buyer payments received in respect of the cancelled portion of this Agreement (less freight charges and applicable offsets), cancel this Agreement in whole or in part without further liability to Buyer; and provided further that if Buyer so requests, Seller may, but shall not be obligated to, proceed with such modifications at the sole expense of Buyer, payment for which shall be made by Buyer in advance of Seller's performance.

10. **Warranty and Limitation of Liability.** EXCEPT AS MAY OTHERWISE BE SET FORTH IN A WRITTEN WARRANTY OF THE PROPERTY EXECUTED BY SELLER, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, GENERAL, DIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), AND IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE STATED PURCHASE PRICE OF THE PROPERTY.

11. **Trade-In.** Buyer represents and warrants to Seller that Buyer has good and marketable title to any trade-in, referred to in item 3.F on the facing page hereof, and that any such trade-in is in good operating condition and will be transferred to Seller free and clear of all claims, liens, charges, security interests or encumbrances of any third party. In the event that subsequent to such transfer any third party, including without limitation Amada Capital Corporation ("ACC"), asserts a claim or other interest in such trade-in, Buyer hereby grants to Seller a license to store any such trade-in on Buyer's premises until such trade-in may be conveniently moved or resold, and Buyer will indemnify and hold Seller harmless from any loss or damage to such trade-in and any claims against Seller arising out of such storage or any unauthorized operation of such trade-in.

12. **Force Majeure.** In the event that Seller or any of its suppliers or delegates is unable to carry out Seller's obligations hereunder due to acts of God or of the public enemy, war, insurrection, riots, strikes, lockouts, labor disputes, fires, floods, earthquakes, natural disasters, unavoidable casualty, freight embargoes, shortages of labor or materials, changes in governmental policy, laws or regulations (including but not limited to money exchange or transfer restrictions, impositions of quotas or limitation of shipments), or any other cause or causes beyond the control of Seller or its suppliers or delegates, whether or not specified above, Seller may extend the time of completion of its obligations to the extent as may be necessary to enable Seller and its suppliers and delegates to complete performance with the exercise of reasonable diligence after the cause or causes of delay have been removed. In the event any such delay continues for a period of more than six (6) months, either party may terminate its obligations hereunder by so notifying the other party in writing.

13. **Termination.** Upon the occurrence of an Event of Default (as defined in Section B.6), Seller will, in addition to the other rights set forth in this Agreement, have the right to immediately terminate this Agreement as to any unshipped Property with or without notice of termination.

14. **Indemnification.** Buyer will defend, indemnify and hold Seller harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with any use of the Property by Buyer or any breach of this Agreement by Buyer.

15. **Condition Precedent to Seller's Obligations.** On all installment sales the written approval of ACC for such other financing company as may be involved) to the terms of this Agreement is a condition precedent to the performance of Seller's obligations under this Agreement, and any of the Property delivered to Buyer prior to the obtaining of such written approval will be deemed to be held by Buyer as a trustee for its own benefits under a bailment revocable at will by Seller.

16. **Financing.** Buyer has sole responsibility for obtaining any necessary financing for the purchase of the Property. Any efforts of Seller to arrange any such financing are solely an accommodation to Buyer and do not obligate Seller in any way.

B. Security Interest

1. **Grant of Security Interest.** To secure payment of the purchase price of the Property, Buyer hereby grants to Seller security interest in the Property, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted hereby constitutes a purchase money security interest under the California Uniform Commercial Codes. In addition, the security interest granted hereby shall secure the full and faithful performance by Buyer of all of Buyer's obligations under this Agreement. Notwithstanding the foregoing, the provisions of this Part B do not apply with respect to CDO sales of Property for which payment is actually received by Seller from Buyer prior to or at the time of delivery of the Property to Buyer's facility.

2. **Information Regarding Buyer.** Buyer represents and warrants to Seller that all of the information regarding Buyer set forth on the facing page of this Agreement is true and correct.

3. **Certain Covenants of Buyer.** For so long as any amounts are owed by Buyer to Seller under this Agreement, Buyer (a) shall use the Property in compliance with all applicable laws, regulations and ordinances; (b) shall maintain the Property in good condition and repair, reasonably wear and tear excepted; (c) shall pay when due all taxes, charges and impositions on the Property or the ownership, use, disposition or sale of same; (d) shall keep the Property free of all liens, charges, claims, security interests and encumbrances of any third party; (e) shall permit Seller to inspect the Property, and inspect and make extracts of all of Buyer's books and records relating thereto, during normal business hours; (f) shall promptly notify Seller of the occurrence of any events which materially and adversely affect the value of the Property as collateral; (g) shall promptly notify Seller in writing of any change of Buyer's legal name or any trademark or style, the form in which Buyer conducts its business, and the organizational or financial structure of Buyer; (h) shall promptly furnish to Seller upon request current financial statements of Buyer; and (i) shall not, without prior written consent of Seller, sell, assign, mortgage, lease, rent, license the use of, pledge, encumber, grant a security interest in or dispose of the Property or any part thereof, or use or operate the Property or any part thereof in violation of any insurance policy covering the Property, or remove or obliterate any markings affixed by Seller to the Property or give notice of Seller's security interest therein or any identifying insignia, serial number, or labeling on the Property, or permit the Property to become so altered or re-identified as to become a fixture.

4. **Insurance.** Buyer shall keep the Property insured against all risk of loss or damage from every cause for which insurance is commercially available, in a coverage amount not less than the total cash purchase price of the Property, under policies providing that losses shall be payable to Seller and requiring the insurer to give Seller not less than thirty (30) days prior written notice of the effective date of any alterations or cancellations of any such policy. All such insurance policies shall otherwise be in form and substance and with coverages satisfactory to Seller. Buyer shall submit to Seller a copy of each policy and shall furnish to Seller such other evidence of insurance as Seller may from time to

time request. The proceeds of such insurance shall be applied, at the option of Seller, to replacement or restoration or repair of any Property which is lost, stolen, damaged or destroyed, or to payment of the obligations of Buyer hereunder. Buyer hereby irrevocably appoints Seller, attorney-in-fact, which appointment is coupled with an interest, to make claims for, recel and execute and endorse all documents, checks, or drafts received in payment of any claim under any such policy of insurance. If Buyer fails to procure or maintain such insurance, it waives the right, but shall not be obligated, to obtain and maintain such insurance, a release of Seller for the cost thereof.

5. **Covenants Regarding Location of Property.** Buyer will not remove any of the Property from the location at which installed or otherwise change the location of any of the Property without the written consent of Seller in each instance. EACH RIGHTATORY HERETO WILL BE LIABLE TO SELLER FOR ANY ALL LOSS OR DAMAGE SUSTAINED BY SELLER AS ANY CHANGE IN LOCATION OF THE PROPERTY WITHOUT THE PRIOR WRITTEN SELLER, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY DAMAGE AT LOSS OF PERFECTION OF SELLER'S OR ACC'S SECURITY INTEREST IN THE PRO

6. **Default.** The occurrence of any of the following shall constitute an Event of Default, by Buyer in the payment, when due or payable of the purchase price of the Property or thereof or interest thereon; (a) any breach of Buyer of any representation, warranty agreement (other than as to payment) set forth in this Agreement or any other agreement between Buyer and Seller or arising by operation of law or otherwise, which breach is not cured (90) day following notice thereof by Seller to Buyer; (b) the issuance or entry into effect of any order or attachment against Buyer or the Property of Buyer; (c) any notice of bulk sale or intended bulk sale by Buyer; (d) the appointment of a receiver of creditors or liquidating agents, the offering of a composition or extension to creditors or assignment for the benefit of creditors or the commencement of any proceeding, reorganization, dissolution or liquidation under any bankruptcy or other laws relating to creditors, in the event that any of the foregoing is by, on behalf of or with respect to insolvency of Buyer, the suspension, termination, discharge or unenforceability of executed in favor of Seller with respect to any of the obligations secured hereby; or (f) the condition or affairs (financial or otherwise) of Buyer which in the good faith determine impairs Seller's security or increases its risk.

7. **Remedies on Default.** Upon the occurrence of an Event of Default, or at any time the Event of Default shall be continuing, in addition to any other rights or remedies Seller may have under this Agreement, Seller shall have any or all of the following rights and remedies: (a) Seller shall have all of the remedies of a secured party under the Uniform Commercial Code as in effect in any applicable jurisdiction; (b) Seller may, at its option, accelerate and declare all indebtedness secured hereby to be immediately due and payable; (c) Seller shall have immediate and exclusive possession of any and all of the Property, wherever located, and interference from Buyer and for this purpose Seller may, with or without judicial process, without notice, enter upon the premises upon which the Property is located and remove the Property from such location for disposition or proceed to liquidate or otherwise dispose of the Property from such location; (d) Seller may require Buyer, at Buyer's expense, to remove the Property from such location; (e) Seller may require Buyer, at Buyer's expense, to remove the Property from such location; (f) Seller may, in its sole discretion, any time and from time to time, but only if given Buyer at least ten (10) days prior written notice of its intention to dispose of the Property, agree to the resale of the Property, in whole or in part, and Seller may consider appropriate, or sell, resell, transfer, assign, dispose of and delit the Property, in one or more parcels, at the same or different times, and all right, in therein, at public or private sale, for cash, upon credit or for future delivery, and at such price as Seller may determine; (g) in connection with any disposition for and purchase of the Property, and by such purchase acquire all right, title and interest therein; (h) Seller may, for and on behalf of Buyer, make and deliver to any purchaser of any of the Property sufficient bill of sale or other evidence of transfer of all right, title and interest in and to the Property; and (i) Seller may in its own name or in the name of and on behalf of and all actions required to cure any such Event of Default, and all sums expended by Seller to cure such Event shall be secured hereby.

8. **Application of Proceeds.** The net proceeds realized upon any liquidation or disposition of the Property, after deduction for the expense of retelling, holding, preparing for sale or lease and all other costs, shall be applied to the payment of Seller's obligations and to the satisfaction of the obligations of Buyer secured under this Agreement in such order as is appropriate by Seller. Any surplus of such proceeds shall be paid to the person or persons entitled thereto, and the Buyer shall be liable to Seller for and shall immediately pay amount of any deficiency.

9. **Buyer's Waiver.** Except as to the notice of intention to dispose of Property provided by Seller may exercise any of its rights and remedies without demand, advertisement or notice, and in any case without Buyer's signature or the signature of any other person, as may be required by law. To the fullest extent permitted by law, Buyer waives its protest, notice of acceptance of this Agreement or other action taken in reliance hereon demands and notices of any description.

10. **Financing Statements.** Future filings and further assurances. Buyer hereby authorizes and agrees to execute and file financing statements, authenticated records, and future filings at any time or from time to time, in each case without Buyer's signature to the extent permitted by Seller's request, Buyer shall execute one or more financing statements, future filings statements or other filings pursuant to the Uniform Commercial Code in form satisfactory to Seller and take any and all steps required by Seller to maintain perfection of the security interest granted hereunder, or to fully assure to Seller its rights under this Agreement.

C. Assignment

1. **Assignment to Amada Capital Corporation.** Unless otherwise agreed by the parties, any or all of the rights and obligations of Buyer under this Agreement, in whole or in part, shall be assigned to ACC, and Buyer hereby waives any right to assert against ACC any claims, defenses or offsets it may have against Seller, and Buyer hereby expressly agrees not to assert any such claim offsets against ACC.

2. **Assignment by Buyer.** Buyer may not assign, delegate or transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of Seller.

D. Miscellaneous

1. **Order of Application of Buyer Payments.** It is at the discretion of Seller. Seller may apply all of a Buyer's payment to any outstanding balances owing by Seller and may limit to Buyer late charges.

2. **Notices.** All notices, demands or consents required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon delivery if delivered personally after mailing if sent by first class United States mail, postage prepaid, addressed to the address set forth herein or to such other address as shall be given by either party to the other.

3. **Waiver, Amendment or Modification.** No waiver, amendment or modification of this Agreement or of any right or remedy hereunder shall be effective unless in writing and signed by both parties. No failure by Seller to exercise, and no delay by Seller in exercising, any remedy granted hereunder shall operate as a waiver of any such right, power or remedy. Any right or remedy by Seller on any one occasion shall not be construed as a bar to any right or remedy on any future occasion. All rights and remedies of Seller are separate and the exercise of any right or remedy shall not limit or prejudice the exercise of any other right or remedy.

4. **Court Jurisdiction.** Any controversy, claim, action or dispute arising out of or under this Agreement shall be subject to the laws of the State of California and the parties hereby agree that any such controversy, claim, action or dispute shall be heard and determined by the courts of the State of California.

5. **Attorneys' Fees.** In the event any arbitration or judicial action or proceeding is initiated by any party relating to this Agreement or any successor statute thereto, then the party to whom legal aid shall be given or any relief shall be granted or judgment shall be entered shall recover from the other party all costs and expenses (including attorneys' fees) incurred in proceeding and any appeal therefrom.

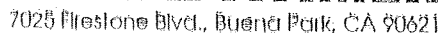
6. **Severability.** In the event any provision or portion of any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in full force and effect.

7. **Entire Agreement.** Notwithstanding any purchase order submitted by Buyer with or without the facing page hereof or attached hereto, this Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter hereof. Any and all agreements or understandings heretofore existing between the parties pertaining to this Agreement are expressly superseded and canceled by this Agreement.

8. **Time is of the Essence.** Except as to the provisions of this Agreement relating to shipping delays, time is of the essence with respect to each of the terms, conditions and covenants of this Agreement.

9. **Binding Effect.** Subject to Part C of this Agreement, this Agreement shall be binding on the parties and their legal representatives, successors and assigns.

10. **Headings.** Headings contained in this Agreement are for purposes of convenience only and shall not constitute part of this Agreement.



FILE NUMBER 12901-CE

EQUIPMENT PURCHASE AND SECURITY AGREEMENT

Buyer (described in Item 1.A. below) agrees to purchase from AMADA AMERICA, INC. ("Seller") and Seller agrees to sell to Buyer for business only the equipment and other personal property described in Item 3. below ("Property"), on the terms and conditions set forth in this including without limitation the terms and conditions set forth on the reverse hereof.

TYPE OR PRINT ONLY

[illegible]

Buyer agrees to the terms and conditions set forth herein and on the reverse side of this Agreement. BY ITS EXECUTION HEREOF, BUYER ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN SECTION 4.10, AND THE JURISDICTION PROVISIONS SET FORTH IN SECTIONS 4.4, RESPECTIVELY, AND UNDERSTANDS THAT THE AGREEMENT CREATES AN INTEREST IN THE PROPERTY.

If Buyer has elected to purchase the Property on an installment payment basis, Buyer acknowledges that Seller has offered both a cash purchase installment payment purchase price to Buyer and that Buyer has made its election based on a comparison of these prices. Buyer authorizes Seller to blank, including without limitation the date of first payment in item 2.C, and correct any typographical or other error on the facing page of this Agreement of this Agreement by Buyer.

This Agreement shall not be binding upon Seller until executed by a duly authorized officer or manager of Seller in Buena Park, California. NO REPRESENTATION OR WARRANTY RELATING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IS BINDING ON OR ENFORCEABLE AGAINST SELLER.

BUYER (IDENTIFIED IN ITEM 1.A., ABOVE)	BY <i>John M. Nash</i>	TITLE <i>Preside</i>	DATE <i>1/2</i>
AMADA AMERICA, INC. (SELLER)	BY	TITLE	DATE

A. Terms and Conditions of Sale

1. **Price and Price Adjustments.** The cash purchase price of the Property is FOB point of shipment from within the United States as designated by Seller, and is firm for thirty (30) days after the date of execution of this Agreement by Seller. After such period Seller may, in its discretion, adjust the purchase price of any unshipped Property to reflect cost increases and changes in market conditions. Seller will give Buyer written notice of any such price adjustment. Unless within seven (7) days after receiving such notice Buyer gives Seller written notice of any objections to any such price adjustment, Buyer will be deemed to have waived all such objections.
2. **Taxes.** The cash purchase price of the Property is exclusive of any and all excise, sales, use or other taxes levied by any federal, state, county, municipal or other governmental authorities, all of which are for the account of Buyer. Seller is authorized to make payment of any such taxes directly to the taxing authority, and Buyer will reimburse Seller therefor. Such reimbursement will be made on demand unless otherwise expressly agreed in writing. If Buyer claims an exemption from such taxes, Buyer must provide evidence of such exemption acceptable to Seller.
3. **Freight Charges.** Freight charges for shipment of the Property to Buyer, including taxes on freight charges, if any, are for the account of Buyer and will be billed freight collect. Freight charges for tooling and accessories will be separately invoiced to Buyer and are payable net 30 days from the date of invoice unless otherwise agreed in writing.
4. **Late Charges.** Any payment of Buyer not received by the ninth (9th) day following the date due will be subject to a late charge of five percent (5%) of the amount due as liquidated damages.
5. **Shipping Instructions.** Seller will arrange for shipment and routing of the Property in accordance with the instructions of Buyer (if any) set forth on the facing page hereof; provided, however, if such instructions are unclear, incomplete or impractical of implementation, or if no shipping instructions are set forth on the facing page hereof, Seller may, and is hereby authorized by Buyer to arrange for shipment and routing of the Property as Seller deems appropriate. In no event will Seller be liable for any failure of the carrier to follow shipping instructions of either Buyer or Seller. Charges will be billed freight collect.
6. **Shipment.** Seller may ship the Property in partial shipments. Seller will use reasonable commercial efforts to deliver the Property by the requested delivery date, set forth on the facing page hereof, but will have no liability to Buyer for late shipments.
7. **Title, Risk of Loss and Insurance.** Title to and all risk of loss of or damage to the Property will pass from Seller to Buyer at the shipping point. Unless otherwise expressly agreed in writing, the cost of insurance on the Property while in transit will be borne by Buyer.
8. **Rigging.** All costs of unloading the Property from the carrier upon arrival at the shipping destination and moving the Property to the installation site are for the account of Buyer. Seller has no liability for the Buyer and Buyer assumes all risk of damage to or loss of the Property occurring in connection with such unloading and moving.
9. **Installation.** Buyer will, at its expense, take all necessary steps to prepare the installation site for the installation of the Property. The cost of installation is included in the purchase price of the Property. Installation includes set up, start up and initial adjustment of operating performance. Seller has no responsibility or liability for any failure of any of the Property to meet any applicable codes or standards established by any private organization or any federal, state, county, municipal or other governmental authority; provided, however, that in the event of any such failure to meet such codes or standards, Seller or its delegatee will, at the request of Buyer, make such modifications to any of the Property as may be necessary to bring such Property into compliance with any such codes or standards, unless Seller determines that the cost to Seller of making any such modifications is expected to exceed ten percent (10%) of the purchase price of the Property or that the time required to effect such compliance (including the completion of any necessary inspections and the obtaining of any necessary permits or approvals) is expected to exceed ninety (90) days, in which case Seller may upon notifying to Buyer payments received in respect of the cancelled portion of this Agreement (less freight charges and applicable offsets), cancel this Agreement in whole or in part without further liability to Buyer; and provided further that if Buyer so requests, Seller may, but shall not be obligated to, proceed with such modifications at the sole expense of Buyer, payment for which shall be made by Buyer in advance of Seller's performance.

10. **Warranty and Limitation of Liability.** EXCEPT AS MAY OTHERWISE BE SET FORTH IN A WRITTEN WARRANTY OF THE PROPERTY EXECUTED BY SELLER, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, GENERAL, DIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST PROFITS, AND IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE STATED PURCHASE PRICE OF THE PROPERTY.

11. **Trade-Ins.** Buyer represents and warrants to Seller that Buyer has good and marketable title to any trade-in, referred to in item 3.F on the facing page hereof, and that any such trade-in is in good operating condition and will be transferred to Seller free and clear of all claims, liens, charges, security interests or encumbrances of any third party, and that Seller shall have no liability to any third party, including without limitation Amada Capital Corporation ("ACC"), as to any such trade-in. Buyer hereby grants to Seller a license to store any such trade-in on Buyer's premises until such trade-in may be conveniently moved or resold, and Buyer will indemnify and hold Seller harmless from any loss or damage to such trade-in and any claims against Seller arising out of such storage or any unauthorized operation of such trade-in.

12. **Force Majeure.** In the event that Seller or any of its suppliers or delegates is unable to carry out Seller's obligations hereunder due to acts of God or of the public enemy, war, insurrection, riots, strikes, lockouts, labor disputes, fires, floods, earthquakes, natural disasters, unavoidable casualty, freight embargoes, shortages of labor or material, changes in governmental policy, laws or regulations (including but not limited to money exchange or transfer restrictions, impositions of quotas or limitation of shipments), or any other cause or causes beyond the control of Seller or its suppliers or delegates, whether or not specified above, Seller may extend the time of performance of its obligations to such extent as may be necessary to enable Seller and its suppliers and delegates to complete performance with the exercise of reasonable diligence after the cause or causes of delay have been removed. In the event any such delay continues for a period of more than six (6) months, either party may terminate its obligations hereunder by so notifying the other party in writing.

13. **Termination.** Upon the occurrence of an Event of Default (as defined in Section 8.6), Seller will, in addition to the other rights set forth in this Agreement, have the right to immediately terminate this Agreement as to any un-shipped Property with or without notice of termination.

14. **Indemnification.** Buyer will defend, indemnify and hold Seller harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with any use of the Property by Buyer or any breach of this Agreement by Buyer.

15. **Condition Precedent to Seller's Obligations.** On all installment sales the written approval of ACC (or such other financing company as may be involved) to the terms of this Agreement is a condition precedent to the performance of Seller's obligations under this Agreement, and any of the Property delivered to Buyer prior to the obtaining of such written approval will be deemed to be held by Buyer as a bailee for its own benefits under a bailment revocable at will by Seller.

16. **Financing.** Buyer has sole responsibility for obtaining any necessary financing for the purchase of the Property. Any efforts of Seller to arrange any such financing are solely an accommodation to Buyer and do not obligate Seller in any way.

B. Security Interest

1. **Grant of Security Interest.** To secure payment of the purchase price of the Property, Buyer hereby grants to Seller security interest in the Property, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted hereby constitutes a purchase money security interest under the California Uniform Commercial Code. In addition, the security interest granted hereby shall secure the full and faithful performance by Buyer and all of Buyer's obligations under this Agreement. Notwithstanding the foregoing, the provisions of this Part B do not apply with respect to COD sales of Property for which payment is actually received by Seller from Buyer prior to or at the time of delivery of the Property to Buyer's facility.

2. **Information Regarding Buyer.** Buyer represents and warrants to Seller that all of the information regarding Buyer set forth on the facing page of this Agreement is true and correct.

3. **Certain Covenants of Buyer.** For so long as any amounts are owed by Buyer to Seller under this Agreement, Buyer (a) shall use the Property in compliance with all applicable laws, regulations and ordinances; (b) shall maintain the Property in good condition and repair, reasonable wear and tear excepted; (c) shall pay when due all taxes, charges and impositions on the Property or the ownership, use, disposition or sale of same; (d) shall keep the Property free of all liens, charges, claims, security interests and encumbrances of any third party; (e) shall permit Seller to inspect the Property, and respect and make extracts of all of Buyer's books and records relating thereto, during normal business hours; (f) shall promptly notify Seller of the occurrence of any events which materially and adversely affect the value of the Property as collateral; (g) shall promptly notify Seller in writing of any change in Buyer's legal name or any business or style, the form in which Buyer conducts its business, and the organizational or financial structure of Buyer; (h) shall promptly furnish to Seller upon request current financial statements of Buyer; and (i) shall not, without prior written consent of Seller, sell, assign, exchange, lease, loan, license, use as pledge, encumber, grant a security interest in or dispose of the Property or any of Buyer's rights therein, or use or operate the Property in any manner other than as intended by the manufacturer or in violation of any insurance policy covering the Property, or remove or obliterate any markings affixed by Seller to the Property or give notice of Seller's security interest therein or any identifying insignia, serial number, or lettering on the Property, or permit the Property to become so altered or re-identified as to become a fixture.

4. **Insurance.** Buyer shall keep the Property insured against all risk of loss or damage from every cause whatsoever or for which liability is commercially available in a commercial policy or policies that provide for the total cash purchase price of the Property, under policies providing that losses shall be payable to Seller and requiring the insurer to give Seller not less than thirty (30) days prior written notice of the effective date of any alterations or cancellations or non-renewal of the policy. All such insurance policies shall otherwise be in form and substance and with companies satisfactory to Seller. Buyer shall deliver such insurance policies to Seller, or shall furnish to Seller such other evidence of insurance as Seller may from time to

time request. The proceeds of such insurance shall be applied, at the option of replacement, restoration or repair of any Property which is lost, stolen, damaged or of payment of the obligations of Buyer hereunder. Buyer hereby irrevocably appoints Seller, attorney-in-fact, which appointment is coupled with an interest, to make claims for, receive and execute and endorse all documents, checks, or drafts received in payment of any insurance proceeds, and to execute any such policy of insurance. If Buyer fails to procure or maintain such insurance, Buyer shall be obligated, to obtain and maintain such insurance, a reimbursement to Seller for the cost thereof.

5. **Covenants Regarding Location of Property.** Buyer will not remove any of the Property from location at which installed or otherwise change the location of any of the Property without the written consent of Seller in each instance. EACH SIGNATORY HERETO WILL BE LIABLE TO SELLER FOR ANY ALL LOSS OR DAMAGE SUSTAINED BY SELLER AS ANY CHANGE IN LOCATION OF THE PROPERTY WITHOUT THE PRIOR WRITTEN SELLER, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY DAMAGE AT LOSS OF PERFECTION OF SELLER'S OR ACC'S SECURITY INTEREST IN THE PROPERTY.

6. **Default.** The occurrence of any of the following shall constitute an Event of Default by Buyer in the payment, when due or payable of the purchase price of the Property or thereof or interest thereon; (a) any breach of Buyer of any representation, warranty or agreement (other than as to payment set forth in this Agreement or any other agreement between Seller and Buyer) or violation of any applicable law or ordinance; (b) any notice of bulk sale or intended bulk sale by Buyer; (c) the appointment of a receiver or liquidating agents, the filing of a composition or extension to creditors or assignment for the benefit of creditors or the commencement of any proceeding, or the filing of a petition for reorganization under any bankruptcy or other laws relating to debtors, to the extent that any of the foregoing is by, for, on behalf of or with respect to Buyer; (d) the suspension, termination, discharge or unenforceability of any order or judgment of a court of competent jurisdiction entered in favor of Seller with respect to any of the obligations secured hereby; or (e) the condition or default financial or otherwise of Buyer which in the good faith external opinion of Seller's security or increases its risk.

7. **Remedies on Default.** Upon the occurrence of an Event of Default, or at any time if an Event of Default shall be continuing, in addition to any other rights or remedies Seller shall have any or all of the following rights and remedies: (a) Seller shall have all of the remedies of a secured party under the Uniform Commercial Code as in effect in any such enforcement jurisdiction is sought; (b) Seller may, at its option, accelerate and declare all indebtedness secured hereby to be immediately due and payable; (c) Seller shall have immediate and exclusive possession of any and all of the Property, whenever to interference from Buyer and for this purpose Seller may, with or without judicial process without prior notice, enter peacefully upon the premises where such Property may be, remove the Property from such location for disposition or proceed to liquidate or otherwise dispose of the Property from such location; (d) Seller may require Buyer, at Buyer's expense, to properly and make it available to Seller at any mutually convenient location reasonable to Seller; (e) Seller may, in its sole discretion, any time and from time to time, but only upon giving Buyer at least ten (10) days prior written notice of its intention to dispose of the Property, sell, lease, assign, or otherwise dispose of any of the Property on such terms and as Seller may consider appropriate, or sell, re-sell, transfer, assign, dispose of or lease the Property, in one or more parcels, at the same or different times, and all right, if thereat, at public or private sale, for cash, upon credit or for future delivery, and at such as Seller may determine; (f) in connection with any disposition for and purchase of the Property, and by such purchase acquire all right, title and interest therein; (g) Seller may, for and on behalf of Buyer, make and execute any and all documents of any of the Property sufficient bill of sale or other evidence of transfer of all right, title and interest in and to such purchase; and (h) Seller may in its own name or in the name of or on behalf and all actions required to cure any such Event of Default, and all sums expended by Seller in connection with the cure of any such Event of Default, and all sums expended by Seller in connection with the cure of any such Event of Default.

8. **Application of Proceeds.** The net proceeds realized upon any liquidation of the Property, after deduction for the expense of retaking, holding, preparing for sale or leasing and the like, and the reasonable attorney's fees and legal expenses and costs of such liquidation, shall be applied first to the payment of the obligations of Buyer under this Agreement, the satisfaction of the obligations of Buyer secured under this Agreement in such order as is appropriate by Seller. Any surplus of such proceeds shall be paid to the person or persons entitled thereto, and the Buyer shall be liable to Seller for and shall immediately pay the amount of any deficiency.

9. **Buyer's Waiver.** Except as to the notice of intention to dispose of Property provided Seller may exercise any of its rights and remedies without demand, advertisement or notice as may be required by law. To the fullest extent permitted by law, Buyer waives its right to notice of acceptance of this Agreement or other action taken in reliance hereon, demands and notices of any description.

10. **Financing Statements.** Fixture filings and further assurances. Buyer hereby authorizes and agrees that the financing statements, authenticated records, and fixture filings at any time in connection with this Agreement, in each case without Buyer's signature to the extent permitted by Seller's request, Buyer shall execute one or more financing statements, fixture filings, statements or other filings pursuant to the Uniform Commercial Code in form satisfies Buyer shall take any and all steps required by Seller to maintain perfection of the security interest in the Property, or to fully assure to Seller its rights under this Agreement.

C. Assignment

1. **Assignment to Amada Capital Corporation.** Unless otherwise agreed by the parties hereto, any of any time sales Agreement and its rights hereunder, in whole or in part, shall be assigned to ACC. Buyer hereby waives any right to assert against ACC any claims, defenses or offsets it may have against Seller, and Buyer hereby expressly agrees not to assert any such claim or defenses against ACC.

2. **Assignment by Buyer.** Buyer may not assign, delegate or transfer any of its rights, in whole or in part, under this Agreement to any third party without the prior written consent of Seller.

D. Miscellaneous

1. **The order of application of Buyer payments** is at the discretion of Seller. Seller may apply and all of a Buyer's payment to any outstanding balances owing by Seller to Seller limited to Buyer late charges.

2. **Notices.** All notices, demands or consents required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon delivery if delivered personally after mailing if sent by first class United States mail, postage prepaid, addressed to the address set forth herein or to such other address as shall be given by either party to the other party in writing.

3. **Waiver, Amendment or Modification.** No waiver, amendment or modification of hereof or of any right or remedy hereunder shall be effective unless in writing and sign to be bound. No failure by Seller to exercise, and no delay by Seller in exercising, any remedy granted hereunder shall operate as a waiver of any such right, power or remedy or any right or remedy by Seller on any one occasion shall not be construed as a bar to a right or remedy on any future occasion. All rights and remedies of Seller are separate and the exercise of any right or remedy shall not limit or prejudice the exercise of any other right or remedy.

4. **Cont. Jurisdiction.** Any controversy, claim, action or dispute arising out of or under this Agreement shall be subject to the laws of the State of California and the parties hereto agree that any such controversy, claim, action or dispute shall be resolved in the courts of the State of California.

5. **Attorneys' Fees.** In the event any arbitration or judicial action or proceeding is initiated by any party to this Agreement or in the event either party seeks relief from the court of the State of California (or any successor statute thereto), then the party in whose favor a final judgment or order is entered shall be entitled to recover from the other party all costs and expenses (including attorneys' fees) incurred in connection with such proceeding and any appeal therefrom.

6. **Severability.** In the event any provision or portion of any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in full force and effect.

7. **Entire Agreement.** Notwithstanding any purchase order submitted by Buyer or any other document, the facing page hereof or attached hereto, this Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter hereof. Any and all agreements or understandings heretofore existing between the parties pertaining to the subject matter hereof are expressly superseded and canceled by this Agreement.

8. **Time is of the Essence.** Except as to the provisions of this Agreement relating to shipping delays, time is of the essence with respect to each of the terms, conditions and covenants of this Agreement.

9. **Binding Effect.** Subject to Part C of this Agreement, this Agreement shall be binding upon the parties and their legal representatives, successors and assigns.

10. **Headings.** Headings contained in this Agreement are for purposes of convenience and do not constitute part of this Agreement.

7025 Frestone Blvd., Buena Park.

FILE NUMBER 1290-CL

EQUIPMENT PURCHASE AND SECURITY AGREEMENT

Buyer (described in Item 1.A. below) agrees to purchase from AMADA AMERICA, INC. ("Seller") and Seller agrees to sell to Buyer for cash only the equipment and other personal property described in Item 3, below ("Property"), on the terms and conditions set forth in this Purchase Order, including without limitation the terms and conditions set forth on the reverse hereof.



TYPE OR PAINT ONLY

A. DESCRIPTION OF BUYER									
BUYER'S FULL NAME PRECISION AMERICAN METALS, LLC					BUYER'S TRADE NAME OR STYLE				
<input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> LIMITED LIABILITY CO. <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> OTHER					ORGANIZED UNDER THE LAWS OF THE STATE OF IL		AMADA CUSTOMER NO. 29		
STREET ADDRESS OF BUYER'S CHIEF EXECUTIVE OFFICE 1050 KINGSLAND DR.			P.O. BOX		CITY BATAVIA		COUNTY IL		STATE IL
ZIP CODE 60510			TELEPHONE (630) 406						
B. INSTALLATION SITE									
COMPANY NAME BANK AB "A"					BRANCH / DIVISION				
STREET ADDRESS					CITY		COUNTY		STATE IL
ZIP CODE					TELEPHONE ()				
REQUEST DELIVERY DATE		SHIPPING INSTRUCTIONS FOB SHIPPING POINT			AMADA CUSTOMER NUMBER 29897-1			CONTACT JOHN MAZUREK	
C. BILLING INFORMATION									
BILLING ADDRESS 11005 PINEHIGH DR.			P.O. BOX		CITY ALPHARETTA		COUNTY GA		STATE GA
ZIP CODE 30022			TELEPHONE (678) 642						
REQUEST INSTRUCTIONS			AMADA CUSTOMER NUMBER 29897-1			CONTACT DICK CLARK			
D. FOR SELLER'S REFERENCE ONLY									
REGION NO. 72		DIVISION NO. 011		SALESMAN NO. 922		SALESMAN NAME JOHN WOODRUFF		CUSTOMER P.O. NO. PAM6300601	
P.O. NO.		P.O. NO.							
E. PAYMENT TERMS									
A. <input type="checkbox"/> NET 30 DAYS <input type="checkbox"/> C.O.D. <input checked="" type="checkbox"/> MONTHLY INSTALLMENTS (TOTAL NO. OF PAYMENTS 60) <input type="checkbox"/> OTHER									
B. AMOUNT OF EACH MONTHLY INSTALLMENT \$11,291.87			C. DUE DATE OF FIRST INSTALLMENT (TO BE COMPLETED BY SELLER) 5-15-07			D. TAX EXEMPT PURCHASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		E. INSERT CERTIFICATE NO. HERE (SEE SECTION A2 ON REVER)	
If this Agreement is for an installment sale, Buyer shall make each installment payment to: AMADA CAPITAL CORPORATION, Dept. LA22096, Pasadena, California 91105-2096									
F. MACHINE DESCRIPTION									
A. MACHINE MODEL NO. HDS1030NTR		B. SERIAL NO.		C. <input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMO <input type="checkbox"/> USED		D. MACHINE DESCRIPTION: ONE (1) AMADA ROBOTIC PRESS BRAKE			
E. TOOLING, ATTACHMENTS, OPTIONS AND OTHER ADDITIONS (INCLUDING SPECIFICATIONS)						QTY.		CASH PRICE	
TOOLING PACKAGE (\$70,000)								\$63,000.00	
TOTAL TO 4B								\$63,000.00	
F. DESCRIBE TRADE-IN						H. VALUE OF TRADE-IN			
G. CALCULATE CREDIT FOR TRADE-IN ABOVE AND INSERT IN ITEM 4I.						I. LESS LIENS <input type="checkbox"/> ALC		< >	
J. CREDIT FOR TRADE-IN (H-I)									
BUYER'S INSURANCE COMPANY FRANKENMUTH MUTUAL						POLICY NO. 1974874			
BUYER'S INSURANCE AGENCY WEISS INS.						NAME OF AGENT JIMMY PERAZI			
INSURANCE AGENCY'S ADDRESS 31 W 680 ARMY TRAIL RD						P.O. BOX			
CITY WAYNE		STATE IL		ZIP CODE 60184		TELEPHONE 630-584-1717			
ITEM 4: TOTAL PRICE									
A. CASH PURCHASE PRICE FOR \$605,000									
B. CASH PURCHASE PRICE FOR TOOLING \$63,000									
C.									
D. TOTAL CASH PURCHASE PRICE \$668,000									
E. SALES TAX (RATE +)									
F.									
G.									
H. SUBTOTAL (D + E + F + G) \$668,000									
I. LESS CREDIT FOR TRADE-IN <									
J. LESS CASH DOWN PAYMENT <									
K. SUBTOTAL (H - I - J) (CASH) \$534,000									
L. TIME PRICE DIFFERENTIAL (I) \$143,000									
M. TIME BALANCE (K + L) \$677,000									

Buyer agrees to the terms and conditions set forth herein and on the reverse side of this Agreement. BY ITS EXECUTION BELOW, BUYER ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN SECTION A.10, AND THE JURISDICTION PROVISIONS SET FORTH IN SECTIONS D.4, RESPECTIVELY, AND UNDERSTANDS THAT THE AGREEMENT CREATES A SECURITY INTEREST IN THE PROPERTY.

If Buyer has elected to purchase the Property on an installment payment basis, Buyer acknowledges that Seller has offered both a cash purchase price and an installment payment purchase price to Buyer and that Buyer has made its election based on a comparison of these prices. Buyer authorizes Seller to execute this Agreement in blank, including without limitation the date of first payment in item 2.C, and correct any typographical or other error on the facing page of this Agreement.

This Agreement shall not be binding upon Seller until executed by a duly authorized officer or manager of Seller in Buena Park, California. NO REP OR WARRANTY RELATING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IS BINDING ON OR ENFORCEABLE AGAINST SELLER FOR THE REASONS SET FORTH IN THIS AGREEMENT.

BUYER (IDENTIFIED IN ITEM 1.A. ABOVE)	BY 	TITLE <u>PRESIDENT</u>	DATE <u>7/1</u>
AMADA AMERICA, INC. ("SELLER")	BY 	TITLE	DATE

REV 1/03 BE

A. Terms and Conditions of Sale

9. **Binding Effect.** Subject to Part C of this Agreement, this Agreement shall be binding on the parties and their legal representatives, successors and assigns.

RECEIVED
SECRETARY STATE
UNIFORM COMM CODE DIV.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2008 MAR 27 PM 4:30

A. NAME & PHONE OF CONTACT AT FILER [optional]

ELSIE HORST

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AMADA CAPITAL CORPORATION
7025 FIRESTONE BLVD
BUENA PARK, CA 90621

UCU107/27/06:05:4450:
20.00 MD

SOSIL 14:11 11190731 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

PRECISION AMERICAN METALS, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

1050 KINGSLAND DRIVE

BATAVIA

IL

60510

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

IL

1g. ORGANIZATIONAL ID #, if any

01876643

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR, S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

AMADA CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7025 FIRESTONE BLVD

BUENA PARK

CA

90621

USA

4. This FINANCING STATEMENT covers the following collateral:

ONE AMADA TOOL GRINDER, MODEL TOGUTH, COMPLETE WITH ALL ATTACHMENTS NOW OWNED OR HEREAFTER ACQUIRED.

THE UNDERSIGNED HEREBY GRANTS THE SECURITY INTEREST IN THE ABOVE REFERENCED EQUIPMENT TO SECURE PAYMENT OF ITS FULL PURCHASE PRICE.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☒ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable). 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional). ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

PRECISION AMERICAN METALS, LLC

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

RECEIVED
SECRETARY OF THE
UNIFORM COMM CODE DIV.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2008 MAR 27 PM 4:30

A. NAME & PHONE OF CONTACT AT FILER (optional)

ELSIE HORST

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AMADA CAPITAL CORPORATION
7025 FIRESTONE BLVD
BUENA PARK, CA 90621

UDU107/27/08:05:4453:

20.00 NO
SOSIL 14:11 11190774 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

PRECISION AMERICAN METALS, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

1050 KINGSLAND DRIVE

BATAVIA

IL

60510

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

IL

1g. ORGANIZATIONAL ID #, if any

01876643

☐ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

AMADA CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7025 FIRESTONE BLVD

BUENA PARK

CA

90621

USA

4. This FINANCING STATEMENT covers the following collateral:

ONE AMADA SPOT WELDER, MODEL ID40ST, COMPLETE WITH ALL ATTACHMENTS NOW OWNED OR HEREAFTER ACQUIRED.

THE UNDERSIGNED HEREBY GRANTS THE SECURITY INTEREST IN THE ABOVE REFERENCED EQUIPMENT TO SECURE PAYMENT OF ITS FULL PURCHASE PRICE.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

PRECISION AMERICAN METALS, LLC

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

SECRETARY OF STATE
UNIFORM COMM CODE DIV.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2006 JUL 27 PM 4:30

A. NAME & PHONE OF CONTACT AT FILER (optional)

ELSIE HORST

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AMADA CAPITAL CORPORATION
7025 FIRESTONE BLVD
BUENA PARK, CA 90621

UCU107/27/06:05:4455:
SOSIC 14:11 11190790 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME PRECISION AMERICAN METALS, LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1050 KINGSLAND DRIVE			CITY BATAVIA	STATE IL	POSTAL CODE 60510
					COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION IL	1g. ORGANIZATIONAL ID #, if any 01876643	
					<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
					COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME AMADA CAPITAL CORPORATION					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 7025 FIRESTONE BLVD			CITY BUENA PARK	STATE CA	POSTAL CODE 90621
					COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ONE AMADA SOFTWARE PACKAGE COMPLETE WITH ALL ATTACHMENTS NOW OWNED OR HEREAFTER ACQUIRED.

THE UNDERSIGNED HEREBY GRANTS THE SECURITY INTEREST IN THE ABOVE REFERENCED EQUIPMENT TO SECURE PAYMENT OF ITS FULL PURCHASE PRICE.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

PRECISION AMERICAN METALS, LLC

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2006 JUL 27 PM 4:30

A. NAME & PHONE OF CONTACT AT FILER (optional)

ELSIE HORST

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AMADA CAPITAL CORPORATION
7025 FIRESTONE BLVD
BUENA PARK, CA 90621

UCC107/27/06:05:4452:

20.00 MB
SOSIL 14:11 11190766 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

PRECISION AMERICAN METALS, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

1050 KINGSLAND DRIVE

CITY

BATAVIA

STATE

IL 60510

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

IL

1g. ORGANIZATIONAL ID #, if any

01876643

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

AMADA CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

BUENA PARK

STATE

POSTAL CODE

CA

90621

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

ONE AMADA INSPECTION MACHINE, MODEL FABRIVISION, COMPLETE WITH ALL ATTACHMENTS NOW OWNED OR HEREAFTER ACQUIRED.

THE UNDERSIGNED HEREBY GRANTS THE SECURITY INTEREST IN THE ABOVE REFERENCED EQUIPMENT TO SECURE PAYMENT OF ITS FULL PURCHASE PRICE.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

PRECISION AMERICAN METALS, LLC

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC-1) (REV. 05/22/02)

RECEIVED
SECRETARY OF STATE
UNIFORM COMMERCIAL CODE DIV.

2008 JUL 27 PM 4:30

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

ELSIE HORST

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AMADA CAPITAL CORPORATION
7025 FIRESTONE BLVD
BUENA PARK, CA 90621

UCC107/27/08:05:4451:

20:00 PM
SOSIL 14:11 11190758 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

PRECISION AMERICAN METALS, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

1050 KINGSLAND DRIVE

CITY

BATAVIA

STATE

IL

POSTAL CODE

60510

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

IL

1g. ORGANIZATIONAL ID #, if any

01876643

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

AMADA CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

7025 FIRESTONE BLVD

CITY

BUENA PARK

STATE

CA

POSTAL CODE

90621

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

ONE AMADA MANIPULATOR SYSTEM, MODEL MP1225N1, COMPLETE WITH ALL ATTACHMENTS NOW OWNED OR HEREAFTER ACQUIRED.

THE UNDERSIGNED HEREBY GRANTS THE SECURITY INTEREST IN THE ABOVE REFERENCED EQUIPMENT TO SECURE PAYMENT OF ITS FULL PURCHASE PRICE.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. ☐ Check to REQUEST SEARCH REPORT(S) on Debtor(s). (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

PRECISION AMERICAN METALS, LLC

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

RECEIVED
SECRETARY OF STATE
UNIFORM COMM CODE DIV.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2006 MAR 27 PM 4:30

A. NAME & PHONE OF CONTACT AT FILER (optional)

ELSIE HORST

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AMADA CAPITAL CORPORATION
7025 FIRESTONE BLVD
BUENA PARK, CA 90621

UCU107/27/06:05:4449:

20.00 NO
SOSIL 14:10 11190723 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

PRECISION AMERICAN METALS, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

1050 KINGSLAND DRIVE

BATAVIA

IL

60510

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

IL

1g. ORGANIZATIONAL ID #, if any

01876643

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

AMADA CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7025 FIRESTONE BLVD

BUENA PARK

CA

90621

USA

4. This FINANCING STATEMENT covers the following collateral:

ONE AMADA TURRET PUNCH PRESS, MODEL EM2510NT, WITH TOOLING PACKAGE, SCRAP CONVEYOR, COMPLETE WITH ALL ATTACHMENTS NOW OWNED OR HEREAFTER ACQUIRED.

THE UNDERSIGNED HEREBY GRANTS THE SECURITY INTEREST IN THE ABOVE REFERENCED EQUIPMENT TO SECURE PAYMENT OF ITS FULL PURCHASE PRICE.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded in the REAL ESTATE RECORDS. Attach Addendum. (if applicable) 7) Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

PRECISION AMERICAN METALS, LLC

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

SECRETARY OF STATE
UNIFORM COMM CODE DIV.

2006 MAR 27 PM 4:30

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

ELSIE HORST

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AMADA CAPITAL CORPORATION
7025 FIRESTONE BLVD
BUENA PARK, CA 90621

UCU107/27/06:05:4454:

20.00 MD

SOSIL 14:11 11190782 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

PRECISION AMERICAN METALS, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

1050 KINGSLAND DRIVE

CITY

BATAVIA

STATE

IL

POSTAL CODE

60510

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

IL

1g. ORGANIZATIONAL ID #, if any

01876643

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

AMADA CAPITAL CORPORATION

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

7025 FIRESTONE BLVD

CITY

BUENA PARK

STATE

CA

POSTAL CODE

90621

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

ONE AMADA ROBOTIC PRESS BRAKE, MODEL HDS1030NTR, WITH TOOLING PACKAGE, COMPLETE WITH ALL ATTACHMENTS NOW OWNED OR HEREAFTER ACQUIRED.

THE UNDERSIGNED HEREBY GRANTS THE SECURITY INTEREST IN THE ABOVE REFERENCED EQUIPMENT TO SECURE PAYMENT OF ITS FULL PURCHASE PRICE.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEY/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA

PRECISION AMERICAN METALS, LLC

Precision American Metals, LLC
Payment History

SUMMARY									
Model Type	14744	14546	14738	14550	14742	14740	14741	Total	
Contract No.	CB000003	CB000004	CB000001	CB000002	CB000005	CB000006	CB000007		
Serial No.	99520200	40800298	-	6065523	A1225239	25100720	1300124		
Book Date	8/31/2006	8/31/2006	4/5/2007	4/5/2007	4/5/2007	4/5/2007	4/5/2007		
1st Pmt	10/1/2006	10/1/2006	5/15/2007	5/15/2007	5/15/2007	5/15/2007	5/15/2007		
Am't Fnc'd	17,280.00	25,600.00	71,904.00	53,600.00	96,800.00	304,656.00	534,400.00	1,104,240.00	
Term (mths)	60	60	60	60	60	60	60		
Monthly Pmt	365.13	540.93	1519.33	1,132.57	2,045.38	6,437.38	11,291.87	23,332.59	
Monthly L/C	18.26	27.05	75.97	56.63	102.27	321.87	564.59	1,166.63	
Interest Rate	9.75%	9.75%	9.75%	9.75%	9.75%	9.75%	9.75%		
Int Factor	0.00812500	0.00812500	0.00812500	0.00812500	0.00812500	0.00812500	0.00812500		
Delay	0	0	0	0	0	0	0		
Pmts Made	0	0	0	0	0	0	0		
Pmts Remain	60	60	60	60	60	60	60		
Pmts Delq	6	6	2	2	2	2	2		
L/C @ RPR	109.56	162.30	0.00	0.00	0.00	0.00	0.00	271.86	
% Pmt to Tot									

NOTE: Contracts Repurchased by Amada America, Inc. 3/31/2007

PAYMENT RECORD									
TOGUILI - Tool Grinder				ID40ST - Spoltwelder				FABRIVISION	
CB000003				CB000004				CB000002	
Pmtc	Int	Pmt		Pmtc	Int	Pmt		Pmtc	Pmt
Sep-06	17,280.00		25,600.00					53,600.00	
Oct-06	17,420.40	0.00	25,808.00	208.00	0.00			54,035.50	0.00
Nov-06	17,561.94	0.00	26,017.69	209.69	0.00			54,474.54	0.00
Dec-06	17,704.63	0.00	26,229.08	211.39	0.00			54,917.14	0.00
Jan-07	17,848.48	0.00	26,442.20	213.11	0.00			55,363.35	0.00
Feb-07	17,993.50	0.00	26,657.04	214.84	0.00			55,813.17	0.00
Mar-07	18,139.70	0.00	26,873.63	216.59	0.00			56,266.66	0.00
Apr-07	18,287.08	0.00	27,091.97	218.35	0.00			56,723.82	0.00
May-07	18,435.67	0.00	27,312.10	220.12	0.00			57,181.30	0.00
Jun-07	18,585.46	0.00	27,534.01	221.91	0.00			57,640.44	0.00
Jul-07	18,736.46	0.00	27,757.72	223.71	0.00			58,100.58	0.00
Aug-07	18,888.70	0.00	27,983.25	225.53	0.00			58,562.33	0.00
Sep-07	19,042.17	0.00	28,210.62	227.36	0.00			59,025.29	0.00
Oct-07	19,196.88	0.00	28,439.83	229.21	0.00			59,489.87	0.00
Nov-07	19,352.86	0.00	28,670.90	231.07	0.00			60,000.00	0.00

MP1225NJ			EM2510NT			HDS1030NTR		
CB000003			CB000004			CB000003		
Princ	Int	Pmt	Princ	Int	Pmt	Princ	Int	Pmt
Mar-07								
Apr-07	96,800.00		304,656.00			534,400.00		
May-07	97,586.50	0.00	307,131.33	2,475.33	0.00	538,742.00	4,342.00	0.00
Jun-07	98,379.39	0.00	309,626.77	2,495.44	0.00	543,119.28	4,377.28	0.00
Jul-07	99,178.72	0.00	312,142.49	2,515.72	0.00	547,532.12	4,412.84	0.00
Aug-07	99,984.55	0.00	314,678.65	2,536.16	0.00	551,980.82	4,448.70	0.00
Sep-07	100,796.92	0.00	317,235.41	2,556.76	0.00	556,465.67	4,484.84	0.00
Oct-07	101,615.90	0.00	319,812.95	2,577.54	0.00	560,986.95	4,521.28	0.00
Nov-07	102,441.53	0.00	322,411.43	2,598.48	0.00	565,544.97	4,558.02	0.00

SUMMARY TOTAL					Gross Due	
					Princ & L/C	Amount Due
	Princ	Interest	Payment	Late/Charge	Aggregate L/C	
Sep-06	42,880.00					42,880.00
Oct-06	43,228.40	348.40	0.00	45.30	45.30	43,273.70
Nov-06	43,579.63	351.23	0.00	45.30	90.60	43,670.23
Dec-06	43,933.72	354.08	0.00	45.30	135.90	44,069.62
Jan-07	44,290.68	356.96	0.00	45.30	181.20	44,471.88
Feb-07	44,650.54	359.86	0.00	45.30	226.50	44,877.04
Mar-07	45,013.32	362.79	0.00	45.30	271.80	45,285.12
Apr-07	1,106,739.06	365.73	0.00	45.30	317.10	1,107,056.16
May-07	1,115,731.31	8,992.25	0.00	1,166.63	1,483.73	1,117,215.04
Jun-07	1,124,796.63	9,065.32	0.00	1,166.63	2,650.36	1,127,446.99
Jul-07	1,133,935.60	9,138.97	0.00	1,166.63	3,816.99	1,137,752.59
Aug-07	1,143,148.83	9,213.23	0.00	1,166.63	4,983.62	1,148,132.45
Sep-07	1,152,436.91	9,288.08	0.00	1,166.63	6,150.25	1,158,587.16
Oct-07	1,161,800.46	9,363.55	0.00	1,166.63	7,316.88	1,169,117.34
Nov-07	1,171,240.09	9,439.63	0.00	1,166.63	8,483.51	1,179,723.60

MATTHEW P. CONNELLY

CONNELLY ROBERTS & McGIVNEY LLC

July 20, 2007

John Mazurek, President
Precision American Metals, LLC
1050 Kingsland Dr.
Batavia, Illinois 60510

**Re: Amada America, Inc. Agreements in Default:
Payment Necessary to Avoid Proceedings**

Dear Mr. Mazurek:

Please be advised that I represent Amada America, Inc. with regard to several agreements upon which Precision Metals owes Amada and has yet to make a payment. The agreements are as follows:

- a. Agreement Number 14744, to purchase a ToguIII Tool Grinder from Amada for the purchase price of \$21,600.00. There is a present outstanding amount of \$18,919.06 on this Agreement.
- b. Agreement Number 14546, dated July 20, 2006, to purchase a Spot Welder from Amada for the purchase price of \$32,000.00. There is a present outstanding amount of \$28,028.22 on this Agreement.
- c. Agreement Number 14738, to purchase an APS Software Package from Amada for the purchase price of \$89,880.00. There is a present outstanding amount of \$73,898.85 on this Agreement.
- d. Agreement Number 14550, to purchase a Fabrivation Inspection Machine from Amada for the purchase price of \$64,700.00. There is a present outstanding amount of \$55,087.03 on this Agreement.
- e. Agreement Number 14742, to purchase a Manipulator System from Amada for the purchase price of \$122,000.00. There is a present outstanding amount of \$99,485.53 on this Agreement.
- f. Agreement Number 14740, to purchase a Turret Punch Press, with Tooling Package and Scrap Conveyor, from Amada for the purchase price of \$307,235.00. There is a present outstanding amount of \$313,108.10 on this Agreement.

EXHIBIT

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- g. Agreement Number 14741, to purchase a Robotic Press Brake with Tooling Package from Amada for the total purchase price of \$605,000.00. There is a present outstanding amount of \$549,225.89 on this Agreement.

Although you agreed to remit monthly payments beginning on October 1, 2006 for Agreements number 14744 and 14546, and on May 15, 2007 for Agreements number 14738, 14550, 14742, 14740 and 14741, no payment has yet been received on any of these Agreements. As such, Amada has exercised its right under Section B, Paragraph 7(b) of the Agreements and has accelerated all amounts owed by Precision, making the entire amount owed under each agreement due immediately.

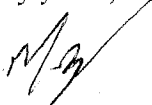
Further, please note that Amada reserves its right under Section B, Paragraph 7(c) of the Agreements to take immediate possession of all Property that is the subject of any of the Agreements, namely, the ToguIII Tool Grinder; the Spot Welder, model number ID40ST; the APS software package; the Fabrivision Inspection Machine; the Manipulator System, model number MP1225NJ; the Turret Punch Press with Tooling Package and Scrap Conveyor, model number EM2510NT; and the Robotic Press Brake with Tooling Package, model number HDS1020NTR.

Pursuant to Section A, Paragraph 4 of the Terms and Conditions of each Agreement, a late fee has been and will continue to be assessed against each Agreement at a rate of 5% of the amount due. Furthermore, the interest on each agreement is still accruing at a rate of 9.75% per month. Accordingly, each month you put off repaying the total amount due to Amada, the amount you owe will continue to increase exponentially.

Your original principle amount due was \$1,104,240.00. As of the date of this correspondence, however, the total amount you owe Amada, including any and all late fees and accrued interest, is \$1,137,752.68. If you refuse to remit payment of the entire amount you currently owe to Amada America, Inc. within five days of receipt of this letter, we will have no choice but to bring legal action against you.

Please contact me as soon as possible to discuss payment of the total amount you owe.

Very truly yours,



Matthew P. Connelly

MAT:tre

c.c.: Dave Kehrli

b.c.c.: Timothy Eavenson

AMADA AMERICA, INC., 7025 Fireside Blvd., Buena Park, CA 90621

EQUIPMENT PURCHASE AND SECURITY AGREEMENT
(SUPPLEMENTAL DOCUMENTS)

BUYER'S NAME

Precision American Metals, LLC

AMADA AMERICA, INC. CUSTOMER NUMBER

2797

UNCONDITIONAL CONTINUING GUARANTY

FOR VALUABLE CONSIDERATION RECEIVED, and to induce AMADA AMERICA, INC. ("Seller") to enter into an Equipment Purchase and Security Agreement ("Agreement"), other agreements and instruments, and any amendments thereto, with Buyer and perform the obligations thereunder in connection with the sale of certain equipment and other personal property to Buyer on an installment payment basis, the undersigned (whether there be one or more than one, "Guarantors") agrees as follows:

1. Guarantors unconditionally guaranty and promise to pay to Seller, on demand, any indebtedness of Buyer to Seller not yet when due. Where Guarantors include more than one party their liability hereunder shall be joint and several. The word "indebtedness" includes without limitation any advance, debt, obligation or liability of Buyer to Seller, whether heretofore or hereafter made, incurred, created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitation and whether such indebtedness may be or hereafter become unenforceable. Without limiting the generality of the foregoing, the indebtedness guaranteed hereunder includes all indebtedness of Buyer to Seller arising out of any equipment purchase, installment sale, security or other agreement relating to the purchase of the Property by Buyer, including without limitation late charges, interest at the highest rate permitted by law, reasonable expense of relaying, holding, preparing for sale, and selling the Property, and deficiency balance remaining after any sale or other disposition of the Property by Seller after default by Buyer, and all other reasonable expenses and costs incurred by Seller, including attorney's fees.

2. Guarantors authorize Seller, without notice or demand and without affecting the liability of Guarantors hereunder, from time to time to (a) renew, compromise, extend, accelerate or otherwise change the time for payment or change the terms of Buyer's indebtedness to Seller or any part thereof; (b) take and hold security for the payment of this Unconditional Continuing Guaranty or the indebtedness guaranteed hereunder, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or method of sale thereof as Seller in its sole discretion may determine; and (d) release or substitute any one or more Guarantors. Seller may with notice assign this Unconditional Continuing Guaranty, in whole or in part, in which case this Unconditional Continuing Guaranty shall in to the benefit of Seller's assigns and successors in interest.

3. Guarantors waive any right to require Seller to (a) proceed against Buyer or any other party; (b) proceed against or exhaust the security of Buyer held by Seller or any other party; or (c) pursue any other remedy in Seller's power whatsoever. Guarantors waive to the fullest extent permitted by law any defense arising by reason of any disability or other defense of Buyer, or by reason of the cessation in any cause in whatsoever of the liability of Buyer. Until all indebtedness of Buyer to Seller shall have been paid in full, Guarantors shall have no right of subrogation and waive any right to enforce any remedy which Seller now has or may hereafter have against Buyer, and we any benefit of, and any right to participate in, any security now or hereafter held by Seller. Guarantors waive all presentments, demands, performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of, and notices of existence, creation or incurring of new or additional indebtedness under this Unconditional Continuing Guaranty.

4. Any indebtedness of Buyer now or hereafter held by Guarantors is hereby subordinated to the indebtedness of Buyer to Seller. Such indebtedness of Buyer to Guarantors, if Seller so requests, shall be collected, enforced and received by Guarantors as trustees for Seller and be paid over to Seller on account of the indebtedness of Buyer to Seller without reducing or affecting in any manner the liability of Guarantors under the other provisions of this Unconditional Continuing Guaranty.

5. If any of Guarantors is a corporation or partnership, it represents and warrants that the execution of this Unconditional Continuing Guaranty has been authorized by all necessary corporate or partnership action.

6. Guarantors agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Seller in enforcement of this Unconditional Continuing Guaranty. This Unconditional Continuing Guaranty shall be binding upon the heirs, executors, administrators and assigns of Guarantors. Any amounts due hereunder not paid when due shall accrue interest at the highest rate permitted by law.

7. This Unconditional Continuing Guaranty shall be governed by and construed under the laws of the State of California. Guarantors consent to the non-exclusive jurisdiction of the state and federal courts located in Los Angeles, California and agree that Seller may maintain an action in any such court to collect any amounts payable by Guarantors to Seller hereunder.

IN WITNESS WHEREOF, the undersigned Guarantors have executed this Unconditional Continuing Guaranty

at 1050 Kingsland Dr., as of July 20, 2006.

A. INDIVIDUAL GUARANTORS

SIGNATURE [Signature] HOME ADDRESS 72295 Whispering Willow
 PRINT NAME JOHN M. MAZUREK ST. CHARLES, IL 60175

SIGNATURE [Signature] HOME ADDRESS 72295 Whispering Willow
 PRINT NAME RAYELA F. MAZUREK ST. CHARLES, IL 60175

B. PARTNERSHIP GUARANTORS

NAME OF PARTNERSHIP _____

GENERAL PARTNER'S SIGNATURE _____

PRINT NAME _____

C. CORPORATE GUARANTORS

NAME OF CORPORATION _____

SIGNATURE _____

PRINT NAME AND TITLE _____

ATTACH ADDITIONAL SHEETS IF NECESSARY

CORPORATE AND PARTNERSHIP GUARANTORS MUST COMPLETE THE CERTIFICATE OF RESOLUTION OR THE CERTIFICATE OF AUTHORIZATION, AS APPROPRIATE.

EXHIBIT

K

MATTHEW P. CONNELLY

CONNELLY ROBERTS & McGIVNEY LLC

July 20, 2007

John Mazurek, Guarantor
7N295 Whispering Trail Road
St. Charles, Illinois 60175

**Re: Amada America, Inc. Agreements in Default:
Payment Necessary to Avoid Proceedings**

Dear Mr. Mazurek:

Please be advised that I represent Amada America, Inc. with regard to several agreements upon which Precision Metals owes Amada and has yet to make a payment. As Guarantor of these agreements, you are responsible for their repayment. The agreements are as follows:

- a. Agreement Number 14744, to purchase a ToguIII Tool Grinder from Amada for the purchase price of \$21,600.00. There is a present outstanding amount of \$18,919.06 on this Agreement.
- b. Agreement Number 14546, dated July 20, 2006, to purchase a Spot Welder from Amada for the purchase price of \$32,000.00. There is a present outstanding amount of \$28,028.22 on this Agreement.
- c. Agreement Number 14738, to purchase an APS Software Package from Amada for the purchase price of \$89,880.00. There is a present outstanding amount of \$73,898.85 on this Agreement.
- d. Agreement Number 14550, to purchase a Fabrivation Inspection Machine from Amada for the purchase price of \$64,700.00. There is a present outstanding amount of \$55,087.03 on this Agreement.
- e. Agreement Number 14742, to purchase a Manipulator System from Amada for the purchase price of \$122,000.00. There is a present outstanding amount of \$99,485.53 on this Agreement.
- f. Agreement Number 14740, to purchase a Turret Punch Press, with Tooling Package and Scrap Conveyor, from Amada for the purchase price of \$307,235.00. There is a present outstanding amount of \$313,108.10 on this Agreement.
- g. Agreement Number 14741, to purchase a Robotic Press Brake with Tooling Package from Amada for the total purchase price of \$605,000.00. There is a present outstanding amount of \$549,225.89 on this Agreement.

EXHIBIT

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Pursuant to the Unconditional Continuing Guaranty you signed, you individually and personally promised to pay Amada, on demand, any of Precision's indebtedness to Amada not paid when due. Amada hereby demands that you pay the full amount owed to it by Precision immediately.

Please note, pursuant to Section A, Paragraph 4 of the Terms and Conditions of each Agreement, a late fee has been and will continue to be assessed against each Agreement at a rate of 5% of the amount due. Furthermore, the interest on each agreement is still accruing at a rate of 9.75% per month. Accordingly, each month you put off repaying the total amount due to Amada, the amount you owe as Guarantor will continue to increase exponentially.

Precision's original, principle amount due was \$1,104,240.00. As of the date of this correspondence, however, the total amount Precision owes Amada, including any and all late fees and accrued interest, is \$1,137,752.68. If you refuse to remit payment of this entire amount currently owed to Amada America, Inc. within five days of receipt of this letter, we will have no choice but to bring legal action against you.

Please contact me as soon as possible to discuss payment of the total amount you owe.

Very truly yours,



Matthew P. Connelly

MAT:tre

c.c.: Dave Kehrli

b.c.c.: Timothy Eavenson

MATTHEW P. CONNELLY

CONNELLY ROBERTS & McGIVNEY LLC

July 20, 2007

Pamela Mazurek, Guarantor
7N295 Whispering Trail Road
St. Charles, Illinois 60175

**Re: Amada America, Inc. Agreements in Default:
Payment Necessary to Avoid Proceedings**

Dear Mrs. Mazurek:

Please be advised that I represent Amada America, Inc. with regard to several agreements upon which Precision Metals owes Amada and has yet to make a payment. As Guarantor of these agreements, you are responsible for their repayment. The agreements are as follows:

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EXHIBIT

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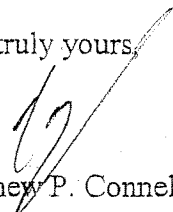
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Please note, pursuant to Section A, Paragraph 4 of the Terms and Conditions of each Agreement, a late fee has been and will continue to be assessed against each Agreement at a rate of 5% of the amount due. Furthermore, the interest on each agreement is still accruing at a rate of 9.75% per month. Accordingly, each month you put off repaying the total amount due to Amada, the amount you owe as Guarantor will continue to increase exponentially.

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Please contact me as soon as possible to discuss payment of the total amount you owe.

Very truly yours,



Matthew P. Connelly

MAT:tre

c.c.: Dave Kehrli

b.c.c.: Timothy Eavenson

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

JUL 24 2007

(a) PLAINTIFFS

AMADA AMERICA, INC.

(b) County of Residence of First Listed Plaintiff Orange County, California
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

PRECISION AMERICAN METALS, LLC, an Illinois Corporation,
JOHN M. MAZUREK, individually

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE LOCATION OF THE
LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Matthew Connelly, Connelly Roberts & McGivney, LLC
55 W. Monroe St., Suite 1700, Chicago, Illinois, 60603
312/251-9600

Attorneys (If Known)

MAGISTRATE JUDGE KEYS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State PTF ☐ 1 DEF ☒ 1 Incorporated or Principal Place of Business In This State PTF ☐ 4 DEF ☒ 4
- Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business In Another State ☒ 5 ☐ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (excl. vet.) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Inj.	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Security/Commodity/Exch. <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 ADA—Employment <input type="checkbox"/> 446 ADA—Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

Breach of contract action based on Defendants' failure to pay for goods delivered and accepted.

VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter perviously adjudicated by a judge of this Court. Use a separate attachment if necessary)

VIII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☐ No

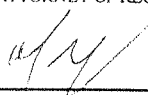
IX. This case

☒ is not a refiling of a previously dismissed action.

☐ is a refiling of case number _____, previously dismissed by Judge _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

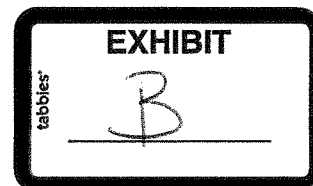


Settlement Agreement and Release

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into as of the 5th day of December, 2007 (the "Effective Date"), by and between Amada America, Inc., a California Corporation ("Amada"), Precision American Metals, LLC, an Illinois limited liability Corporation ("Precision") and John M. Mazurek and Pamela F. Mazurek, individually (the "Mazurek's"). Collectively, Precision and the Mazurek's are referred to as the "Defendants". Amada, Precision and the Mazurek's are jointly referred to as the "Parties".

Parties and Recitals:

1. Amada is a corporation specializing in the manufacture and sale of machine tools to the fabrication industry, with its headquarters and principle place of business at 7025 Firestone Blvd. in the city of Buena Park, California.
2. Precision is an Illinois limited liability corporation, with its headquarters and principle place of business at 1050 Kingsland Dr., in the village of Batavia, Kane County, Illinois.
3. The Mazurek's are residents of the village of St. Charles, Kane County, Illinois and are principals of Precision.
4. In July of 2006, Precision executed seven separate Equipment Purchase and Security Agreements (the "Purchase Agreements"), for the purpose of procuring a number of specialized machines from Amada. The Purchase Agreements were numbered as follows:
 - a. Agreement Number 14744, to purchase a Tool Grinder from Amada for the total cash purchase price of \$21,600.00;
 - b. Agreement Number 14546, to purchase a Spot Welder from Amada for the total cash purchase price of \$32,000.00;
 - c. Agreement Number 14738, to purchase a Software Package from Amada for the total cash purchase price of \$89,880.00;
 - d. Agreement Number 14550, to purchase an Inspection Machine from Amada for the total cash purchase price of \$66,500.00;
 - e. Agreement Number 14742, to purchase a Manipulator System from Amada for the total cash purchase price of \$121,000.00;
 - f. Agreement Number 14740, to purchase a Turret Punch Press, with Tooling Package and Scrap Conveyor, from Amada for the total cash purchase price of \$380,820.00;



- g. Agreement Number 14741, to purchase a Robotic Press Brake with Tooling Package from Amada for the total cash purchase price of \$668,000.00.

5. The total value of the Purchase Agreements, less cash down payments and plus interest accrued thereon, is \$1,399,955.20.

6. The Mazurek's individually executed a document entitled "Unconditional Continuing Guaranty". That Guaranty provides, in pertinent part, that the Mazurek's individually guaranty and promise to pay to Amada, on demand, any indebtedness of Precision.

7. None of the Purchase Agreements have been paid by Precision, or the Mazurek's. Amada has performed its obligations, in their entirety, under the terms of the Purchase Agreements.

8. As a result of Precision and the Mazurek's failure to tender payment under the Purchase Agreements, a dispute has arisen between Amada, Precision and the Mazurek's. Amada initiated a suit in the United States District Court for the Northern District of Illinois, Eastern Division, captioned *Amada America, Inc., v. Precision American Metals, LLC and John M. Mazurek and Pamela F. Mazurek*, Case no. 07 C 4177 (the "Lawsuit"). The Lawsuit seeks damages for the Defendants' failure to tender payment under the Purchase Agreements, as well prejudgment interest, costs and attorneys' fees. The claims of Amada in the Lawsuit are more fully detailed and defined within its Complaint, which is attached as Exhibit A. The Purchase Agreements and the Mazureks' executed "Unconditional Continuing Guaranty" documents are also attached as exhibits to the Complaint.

Settlement Agreement:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

9. Amada agrees to accept the sum of \$1,469,952.96 (the "Settlement Payment") in full satisfaction of all amounts which Amada claims to be owed to it by Defendants for the goods sold to them as alleged in the Lawsuit. This amount includes the current value of the Purchase Agreements plus prejudgment interest at the rate of 5%. Defendants shall be jointly and severally liable for the full satisfaction of the Settlement Payment.

10. The Settlement Payment shall be payable as follows:

- a. On November 28, 2007 Defendants tendered to Amada payment in the amount of \$39,820.34 (the "First Installment"). Amada acknowledges receipt of the First Installment;

- b. The remaining amount due under this Settlement Agreement, or \$1,430,132.62 shall be paid in monthly installments of \$23,835.54 (the "Monthly Installments"), due on the 15th of each month and beginning on December 15, 2007. The Monthly Installments shall continue until the Settlement Payment is satisfied in full.

11. Upon receipt of the first Monthly Installment, Amada shall dismiss Defendants, with prejudice and without costs, from the Lawsuit.

Remedies:

12. If, for any reason, Defendants fail to make any payment enumerated in this Settlement Agreement within 7 (Seven) days of when such payment(s) become due (the "Event of Default"), Amada may initiate a proceeding against Defendants under this Settlement Agreement, under its common law or statutory rights, or both. Or, in the alternative, and at the sole discretion of Amada, in the Event of Default, Defendants consent to the entry of a Confession of Judgment Order, without notice, the form and content of such Confession of Judgment Order shall be consistent with the Confession of Judgment Order that is attached as Exhibit B. Such Confession of Judgment Order shall be filed in the United States District Court for the Northern District of Illinois, Eastern Division and shall be enforceable against Defendants jointly and severally. The Parties consent to the jurisdiction of the United States District Court for the Northern District of Illinois, Eastern Division, for the purposes of the enforcement of this Settlement Agreement and for the entry of the Confession of Judgment Order.

13. For purposes of the Confession of Judgment Order, Defendants appoint the law firm of Connelly Roberts & McGivney LLC, or its designee, as attorneys in fact for Defendants to enter the Confession of Judgment Order and for the preparation of any motion required for the entry of such Order. For purposes of this Agreement, Defendants waive any conflict which may arise with Connelly Roberts & McGivney LLC with respect to the entry of the Confession of Judgment Order, in addition to waiving any appeal rights which may arise resulting from the entry of the Confession of Judgment Order. Defendants also waive and forego any affirmative defenses, bars to enforcement, claims of estoppel, or any other matter which could act as a defense to the proceeding relating to the entry of the Confession of Judgment Order and/or any matters relating to the enforcement of any such Confession of Judgment Order, or supplemental proceedings thereon.

14. Upon an Event of Default, Defendants shall be liable to Amada for the Settlement Payment, in full, plus attorneys' fees and costs, less any amounts paid by Defendants pursuant to this Settlement Agreement. At the time of the entry of the Confession of Judgment Order, Connelly Roberts & McGivney LLC shall provide the Court with an affidavit stating the amounts previously paid by Defendants pursuant to this Agreement and the attorneys' fees incurred by Amada.

Release:

15. In consideration of the Settlement Payment, the Parties hereby absolutely, irrevocably and unconditionally forever release and discharge each other and, where applicable, their parents, subsidiaries, affiliates and partners from and against any and all claims, liabilities, actions, causes of action, demands, judgments or damages of any and all kind or nature, whatsoever, that the Parties have or may have in the future, whether known or unknown, suspected or unsuspected, at law, in equity, or otherwise, against each other that have, or may, arise out of the Purchase Agreements, or are currently detailed in the Lawsuit. Notwithstanding anything contained in this Settlement Agreement to the contrary, this Settlement Agreement shall in no way affect the rights of Amada stated herein, nor shall it affect the rights of Amada to enforce the terms of this Settlement Agreement, also stated herein.

16. The Parties make the following representations and warranties to the other Parties hereto:

- a. *Authority to execute Settlement Agreement:* It is duly and validly organized and existing and in good standing under the laws of the state of its Organization and has full power and authority to execute, deliver and perform this Settlement Agreement and the documents and instruments to be executed and delivered by it pursuant to this Settlement Agreement. The execution, delivery and performance of this Settlement Agreement by it and each document and instrument to be executed and delivered by it pursuant to this Settlement Agreement have been duly authorized by all required action of the partners, shareholders and directors thereof and other persons whose consent may be required;
- b. *No Duress:* The Parties have executed and delivered, or shall execute and deliver, this Settlement Agreement and the other documents and instruments to be executed pursuant hereto, freely and voluntarily, with full knowledge and with the advice of independent legal counsel and without duress;
- c. *Signatory:* The person(s) executing this Settlement Agreement, whether individually, or on behalf of any Party enumerated herein, including each documents and instrument to be executed and delivered by such person, has the authority to do so on behalf of such party;
- d. *Independent Investigation:* The Parties have made such investigation of the facts pertaining to this Settlement Agreement, and to all of the matters pertaining thereto, as they deem necessary;
- e. *No Transfers:* The Parties have not conveyed, pledged, assigned or

otherwise transferred any claim which they might have against any other Party hereto.

17. There are no other agreements or representations, either oral or written, express or implied, relating to the subject matter hereof, that are not embodied in this Settlement Agreement. This Settlement Agreement represents a complete integration of all prior and contemporaneous agreements and understandings of the Parties relating to such subject matter, and that any such agreements, to the extent that they may exist, are hereby superseded by this Settlement Agreement. This Settlement Agreement and any other document referenced herein shall be interpreted in accordance with their fair meanings and shall not be more or less favorably construed with respect to any of the Parties.

18. This Settlement Agreement shall be binding upon the Parties and their respective successors and assigns and shall inure to the benefit of the Parties, and their respective successors and assigns. No other person or entity shall be, or is intended to be, a beneficiary under this Settlement Agreement.

19. This Settlement Agreement may be executed in counterparts and all of said counterparts, taken together, will be deemed to constitute one and the same instrument.

20. Any dispute which may arise under this Settlement Agreement shall be governed by the laws of the State of Illinois.

Executed as of the Effective Date.

By: Amada America, Inc.

Name:

D. Kehrli, c.c.o.

Title:

D. Kehrli
Chief Compliance Officer

By:

Precision American Metals, LLC

Name:

John M. Mazurek

Title:

PRESIDENT

By:

John M. Mazurek, individually

Name:

John M. Mazurek

By: Pamela F. Mazurek, individually

Name:

Pamela F. Mazurek

122000166
02/06/2008
6428088397

This is a LEGAL COPY of
your check. You can use it
the same way you would
use the original check.

RETURN REASON-A
NOT SUFFICIENT
FUNDS

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000000001725938

Suspense

PA

RETURN REASON-A
NOT SUFFICIENT FUNDS

1581

DATE 1-28-08 2-2566-710

TO THE ORDER OF Carroll America \$ 23,935.54

Twenty three thousand eight hundred thirty five & 54/100 DOLLARS

HARRIS. Home NA

FOR Installment

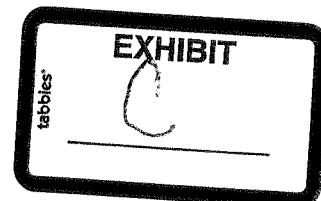
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**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

AMADA AMERICA, INC., a California
corporation,

Plaintiff,

v.

PRECISION AMERICAN METALS, LLC.,
An Illinois Limited Liability Corporation, and
JOHN M. MAZUREK and PAMELA F.
MAZUREK, individually,

Defendants.

No. 07 C 4177

COMPLAINT

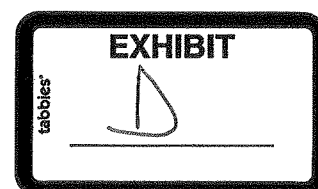
Plaintiff, Amada America, Inc. ("Amada"), by its attorneys, Connelly Roberts & McGivney LLC, for its Complaint against Defendants, Precision American Metals, LLC., an Illinois Corporation ("Precision"), John M. Mazurek, an individual, and Pamela F. Mazurek, an individual (collectively "the Parties"), states as follows:

Jurisdiction

1. Amada is a corporation with its headquarters and principle place of business in the State of California. Precision is a limited liability corporation with its headquarters and principle place of business in the State of Illinois. Upon information and belief, John and Pamela Mazurek are residents of the State of Illinois.

2. The amount in controversy, exclusive of interest and costs, is in excess of the sum specified by 28 U.S.C. §1332.

3. Defendants have waived any objection to this Court's jurisdiction over this matter. Further, Defendants consented to the jurisdiction of this Court for the purpose of



enforcing a Settlement and Release Agreement between the Parties and for the entry of a Confession of Judgment Order as outlined in the following facts.

Parties

4. Amada is a corporation specializing in the manufacture and sale of machine tools to the fabrication industry, with its headquarters and principle place of business at 7025 Firestone Blvd., Buena Park, California.

5. Precision is an Illinois limited liability corporation, with its headquarters and principle place of business at 1050 Kingsland Drive, Batavia, Kane County, Illinois.

6. John M. Mazurek and Pamela F. Mazurek are residents of the village of St. Charles, Kane County, Illinois.

Facts

7. In July of 2006, John M. Mazurek, as President of Precision, executed seven separate Equipment Purchase and Security Agreements (“the Agreements”), for the purpose of procuring a number of specialized machines from Amada.

8. The Agreements were individually and personally guaranteed by John M. Mazurek and Pamela F. Mazurek.

9. Defendants subsequently breached the terms of the Agreements by failing to tender payment for the purchased items.

10. On July 24, 2007, Amada filed a Complaint alleging breach of contract against Precision and the Mazureks, individually, for their failure to tender payment under the terms of the Agreements. (A copy of Amada’s Complaint is attached as Exhibit “A”).

11. On December 5, 2007, Defendants and Amada entered into a Settlement and Release Agreement. This Settlement and Release Agreement was signed by Precision and the Mazureks individually. (A copy of the Settlement and Release Agreement is attached hereto as Exhibit "B").

12. In the Settlement and Release Agreement, Amada agreed to accept the payment of \$1,469,952.96 to satisfy the debt owed by Defendants. Defendants agreed that they were jointly and severally liable for the full satisfaction of the Settlement and Release Agreement. (¶ 9, Ex. B).

13. Paragraph 10 of the Settlement and Release Agreement established the following payment structure:

"The Settlement Payment shall be payable as follows:

- a. On November 28, 2007 Defendants tendered to Amada payment in the amount of \$39,820.34 (the "First Installment"). Amada acknowledges receipt of the First Installment;
- b. The remaining amount due under this Settlement Agreement, or \$1,430,132.62 shall be paid in monthly installments of \$23,835.54 (the "Monthly Installments"), due on the 15th of each month and beginning on December 15, 2007. The Monthly Installments shall continue until the Settlement Payment is satisfied in full."
(¶ 10, Ex. B)

14. Defendants issued a check for the December 2007 installment on December 17, 2007, in the amount of \$23,836.54, which was accepted and cashed by Amada.

15. The Amada Complaint was dismissed with prejudice on January 8, 2008 in accordance with the terms of the Settlement and Release Agreement.

16. Defendants issued a check for the January 2008 installment on January 28, 2008. Upon deposit of the check, Amada was informed that there was insufficient

funding for the January installment check. (A copy of the insufficient January 28, 2008 check is attached as Exhibit "C").

17. Defendants did not tender payment for the February 2008 monthly installment.

18. Paragraph 12 of the Settlement and Release Agreement states:

"[I]f, for any reason, Defendants fail to make any payment enumerated in this Settlement Agreement within 7 (Seven) days of when such payment(s) become due (the "Event of Default"), Amada may initiate a proceeding against Defendants under this Settlement Agreement, under its common law or statutory rights, or both."
(¶ 12, Ex. B).

19. In paragraph 12 of the Settlement and Release Agreement, Defendants consented to the entry of a Confession of Judgment Order similar to the Order attached to the Settlement and Release Agreement as Exhibit B. (see Ex. B to Ex. B hereto).

20. Simultaneously with this Complaint, Amada has filed a Motion to Enter the Confession of Judgment Order. (A copy of said Motion is attached hereto as Exhibit "D").

21. Paragraph 13 of the Settlement Agreement states:

"For purposes of the Confession of Judgment Order, Defendants appoint the law firm of Connelly Roberts & McGivney LLC, or its designee, as attorneys in fact for Defendants to enter the Confession of Judgment Order and for the preparation of any motion required for the entry of such Order. For purposes of this Agreement, Defendants waive any conflict which may arise with Connelly Roberts & McGivney LLC with respect to the entry of the Confession of Judgment Order, in addition to waiving any appeal rights which may arise resulting from the entry of the Confession of Judgment Order. Defendants also waive and forego any affirmative defenses, bars to enforcement, claims of estoppel, or any other matter which could act as a defense to the proceeding relating to the entry of the Confession of Judgment Order and/or any matters relating to the enforcement of any such Confession of Judgment Order, or supplemental proceedings thereon."
(¶ 13, Ex. B).

22. Defendants are liable to Amada for the full Settlement Payment as well as attorney's fees and costs pursuant to paragraph 14 of the Settlement Agreement, which states:

"Upon an Event of Default, Defendants shall be liable to Amada for the Settlement Payment, in full, plus attorneys' fees and costs, less any amounts paid by Defendants pursuant to this Settlement Agreement. At the time of the entry of the Confession of Judgment Order, Connelly Roberts & McGivney LLC shall provide the Court with an affidavit stating the amounts previously paid by Defendants pursuant to this Agreement and the attorneys' fees incurred by Amada."
(¶ 14, Ex. B).

23. Attached to Amada's Motion to Enter the Confession of Judgment Order is the Affidavit of Cory D. Anderson (the "Affidavit"), an attorney with Connelly Roberts & McGivney LLC, which states the amounts paid to Amada by Defendants, Defendants' outstanding Settlement balance and the attorney's fees and costs incurred by Amada to enforce the Settlement Agreement. (see Ex. A to Ex. D hereto).

24. Amada has performed all of its obligations under the Settlement and Release Agreement by dismissing its suit against Defendants.

25. Defendants breached their obligations pursuant to the Settlement and Release Agreement, and are in default of the same, by:

- a) Issuing an insufficient check for the January 2008 installment payment, and,
- b) Failing to tender payment for the February 2008 installment.

26. Defendants owe Amada \$1,406,296.08 under the terms of the Settlement and Release Agreement. (see Ex. A to Ex. D hereto). Moreover, Amada, per the terms of the Settlement and Release Agreement, is entitled to be reimbursed by Defendants for

their fees and costs associated with the enforcement of the Settlement and Release Agreement, totaling \$7,150.00. (see Ex. A to Ex. D hereto).

WHEREFORE, Plaintiff, Amada America, Inc., respectfully requests that this Court:

- 1) Enter judgment for Amada America, Inc. and against Precision American Metals, LLC, John M. Mazurek and Pamela F. Mazurek, jointly and severally, in the amount of \$1,413,446.08;
- 2) Or, in the alternative, for any other relief that this Court deems just.

Respectfully Submitted,

Amada America, Inc.,

By: /s/Cory D. Anderson
One of its Attorneys

Matthew P. Connelly
Cory D. Anderson
Connelly Roberts & McGivney LLC
55 W. Monroe St., Suite 1700
Chicago, Illinois 60603
(312)251-9600

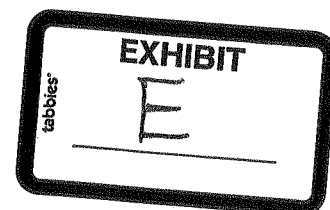
**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

AMADA AMERICA, INC., a California)	
corporation,)	
)	
Plaintiff,)	
)	
v.)	
)	
PRECISION AMERICAN METALS, LLC.,)	
An Illinois Limited Liability Corporation, and)	
JOHN M. MAZUREK and PAMELA F.)	
MAZUREK, individually,)	
)	
Defendants.)	

AFFIDAVIT OF CORY D. ANDERSON

I, Cory D. Anderson, state:

- 1) I am an attorney with the law firm of Connelly Roberts & McGivney LLC ("CRM"). I have personal knowledge of the matters recited in this Affidavit and, if called as a witness, I could competently testify thereto.
- 2) I, along with CRM law clerks, paralegals and Matthew P. Connelly ("Connelly"), also an attorney with CRM, have represented Amada America, Inc. ("Amada") throughout the course of this litigation.
- 3) I am personally familiar with the billing methods and practices of CRM. My hourly billing rate for this matter is \$240.00. Connelly's hourly billing rate for this matter is \$350.00. CRM's hourly billing rate for other CRM personnel working on this matter is \$140.00.
- 4) CRM began billing Amada for the research, preparation and presentation of Amada's Complaint for Defendants' breach of the Settlement



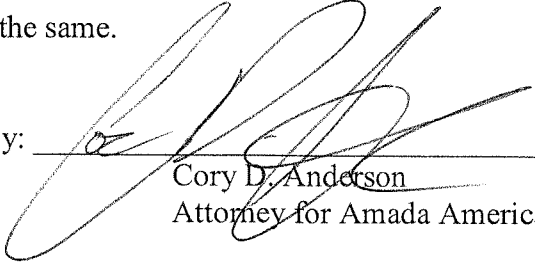
Agreement, Amada's Motion to Enter the Confession of Judgment Order, and the exhibits necessary for the same on February 12, 2008 (collectively the "Confession of Judgment Documents"). CRM concluded billing on the Confession of Judgment Documents on March 12, 2008.

- 5) Between February 12, 2008 and March 12, 2008, CRM attorneys and law clerks billed a combined total of 31.3 hours towards the completion of the Confession of Judgment Documents. Invoices reflecting the specific dates and time allotments billed for such tasks can be tendered to the Court upon request.
- 6) The total fees billed to Amada as a result of the 31.3 hours dedicated to the Confession of Judgment Documents by CRM, were \$7,150.00. The fees generated by CRM personnel are reasonable and customary and were necessary for the preparation and presentation of the Confession of Judgment Documents. Amada is currently responsible for the \$7,150.00.
- 7) Amada agreed, by way of the Settlement Agreement with Defendants', to accept the payment of \$1,469,952.96 (the "Settlement Payment") in satisfaction of the debt owed by Defendants. Defendants agreed to be jointly and severally liable for the Settlement Payment.
- 8) Amada has received total payments of \$63,656.88 from Defendants.
- 9) The remaining Settlement Payment owed to Amada by Defendants, jointly and severally, is \$1,406,296.08.
- 10) The total amount owed to Amada by Defendants, jointly and severally, under the terms of the Settlement Agreement, is \$1,413,446.08. This

amount constitutes the remaining amount owed to Amada by Defendants, jointly and severally, under the terms of the Settlement Agreement, as well as the fees generated by CRM for the preparation of the Confession of Judgment Documents, for which Amada is now responsible.

- 11) All of the statements made in the Confession of Judgment Documents, as well as the exhibits thereto, are true and correct and this Affidavit is submitted in support of the same.

By: _____


Cory D. Anderson
Attorney for Amada America, Inc.

Sworn to and subscribed before me this

24th day of March, 2008


Notary Public

